

MEMORANDUM VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: RICHARD A. NAHRSTADT, VILLAGE MANAGER
FROM: MICHAELA KOHLSTEDT, DEPUTY DIRECTOR
DATE: May 28, 2019
SUBJECT: PCD-18-16: NORTHBROOK COURT REDEVELOPMENT SUMMARY

INTRODUCTION

On May 28, 2019, the Board of Trustees is scheduled to review the Plan Commission recommendation for Docket No. PCD-18-16, an **AMENDED** application submitted by Northbrook Anchor Acquisition, LLC (the "Applicant") along with Westcoast Estates (the "Owner") as owner of the properties commonly known as Northbrook Court Shopping Center located at 1315-1825 Lake Cook Road (the "Subject Property"). The Applicant, consisting of a partnership between Brookfield Properties and Ryan Companies, proposes a redevelopment of the western portion of the Subject Property with the inclusion of a multi-family residential structure, a grocery store, and several restaurant and retail spaces. **Please note that no approval documents related to either the land development or economic incentive requests are included on the agenda for the May 28 meeting.**

The proposed redevelopment was noticed for the following relief, with modifications noted as struck-through, and additions in bold and double underline below:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80' ~~and 5 stories, whichever is less;~~
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150' to 100' ~~73'-3"~~;
- j) Approval of ~~Final~~ **Tentative** Plat of Subdivision; and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

In addition to the above listed zoning relief, the Applicant is also seeking approval of economic incentives in the form of a TIF and sales tax sharing agreement which are also contemplated for approval in the attached documents.

OVERALL PROJECT SUMMARY

The Applicant is requesting approval of a mixed-use redevelopment plan for the west end of the Subject Property which will include up to 315 luxury apartments in a five-story residential structure located above two-levels of indoor structured parking containing 432 parking stalls for the residential building. The Applicant is also proposing approximately 106,000 square feet of new retail development on the Subject Property, as well as redevelopment of approximately 72,000 square feet of the west end of the existing shopping center where Macy's currently connects to the mall.

The proposed redevelopment project includes a reconfiguration of the Ring Road that loops around the Subject Property, with the inclusion of a dedicated bike lane in a portion of the roadway area adjacent to the residential portion of the redevelopment.

The overall project is described in detail in the attached Plan Commission staff reports and minutes for consideration. The most recent set of plans submitted by the Applicant are also attached for review. The Applicant will make a presentation during the May 28 meeting to further explain the current redevelopment plan.

ECONOMIC INCENTIVE REQUESTS

The Board will recall that on April 23, a new TIF District was created for the Northbrook Court redevelopment area. A Redevelopment Agreement is being drafted that sets forth the terms for the \$21.5 million in TIF financing in a "pay as you go" format. The TIF agreement will also include requirements that the developer make the various school district payments that were recommended by the Joint Review Board (JRB) during their meetings and incorporated into their unanimous recommendation of approval. These payments include a one-time supplemental impact fee of \$95,000.00 to Glenbrook High School District 225, and \$225,000.00 to Elementary School District 28.

Another section of the redevelopment agreement will establish the terms and conditions of the \$5.5 million that would come from a sales tax rebate. The sales tax rebate would come from increased sales tax revenues generated from Northbrook Court following the redevelopment of the property. These funds would be used to improve the existing shopping center. Sales taxes collected above the pre-established base sales tax collection amount of \$4,425,000 (the estimated 2017 sales tax receipts from the existing mall, plus \$425,000 to account for future Village fire, EMS, and police services in the center) would be split on a 50/50 basis with the developer and the Village until the sales tax incentive amount is paid or 20 years, whichever occurs first.

PLAN COMMISSION RECOMMENDATION

On March 5, 2019, the Plan Commission conducted the first public hearing on the application during which time the Commission heard comments from the public including concerns with potential increase in stormwater runoff, impact of traffic on Lake Cook Road, impact on schools, noise concerns, and two members of the public questioned if affordable housing would be included. The Plan Commission also discussed the application with the following concerns that also included potential modifications to the plan: (1) overall height and massing of the residential building should be modified to reduce impact on the adjacent neighbors; (2) provide justification for the number of indoor parking stalls provided for the apartment building; (3) provide additional justification for the setback variation being requested; (4) provide adaptive reuse plans for the 70,000 square foot grocery building; and (5) a request that the Applicant consider the inclusion of affordable housing into the development.

The Applicant revised the plan and returned for a second public hearing on April 4, during which time additional public comment was received from more residents from the Glenbrook Countryside residential development located in Unincorporated Cook County south of the proposed redevelopment further stating their concerns with the height and setback of the proposed residential building. The Plan Commission did not find the responses provided by the Applicant to be adequate and asked them to return for a continued public hearing on May 7.

On May 7, 2019 the Commission conducted the third public hearing on the application, during which time the Applicant presented a revised design that included the following modifications to address the concerns raised by members of the public and the Plan Commission:

- The residential building rear setback was increased from 73'-3" to 100'-4".
- An 18-foot step-back approach was incorporated into the design of the fifth floor on the south side of the residential building.
- A berm was included on the south side of the residential building to hide the parking and provide additional landscaping and screening areas from the south.
- Residential units that were lost when the building was redesigned were moved from the south side of the building to the north side where a new small wing was incorporated into the design.
- The grocery building shifted north and the parking lot north of the grocer was reconfigured to accommodate moving items north on the site away from the south rear property line to increase the overall setback from the south.
- The Applicant also explained in greater detail the site constraints that resulted in the proposed plan.
- The Applicants also explained their history in working with grocery stores in other shopping centers that they have redeveloped. They also presented more detailed information concernign the market demand for a grocer at this location.

A number of residents in the Glenbrook Countryside voiced their opposition to the revised plans. After hearig testimony from the Applicant and public, a majority of the Commission found the revised design to address the concerns that were raised. The Commission closed the public hearing and directed staff to prepare a resolution recommending approval.

On May 21, 2019, the Commission adopted Resolution No. 19-PC-05 (attached for review) recommending approval of the application as presented on May 7 by a vote of 5-2 (one member absent). There was no discusosn of the application prior to the Plan Commission voting on the resolution.

ARCHITECTURAL CONTROL COMMISSION RECOMMENDATION

On February 21, 2019 the application underwent review by the Architectural Control Commission. Following a presentation of the site design, apartment building design, mall entry design, building materials, and landscaping, the Commission discussed the application. The ACC found the proposed redevelopment to be a wonderful addition to the property and the community as a whole. The ACC unanimously recommended approval of the application as presented, with the condition that once the proposed grocery store was submitted it too would undergo review by the ACC. The Commission also asked that the exterior signs associated with the redevelopment be submitted for ACC review.

Since undergoing review by the ACC, the site plan was modified to address concerns raised during the public hearing at the Plan Commission which resulted in shifting some of the buildings north 27' to increase the rear setback to 100'-4" and to modify the overall design of the residential building to include a step-back of the fifth floor on the south side of the building, as well as removing a wall that

enclosed one of the courtyards, further reducing the massing on the south side of the Subject Property. These modifications resulted in the addition of a smaller wing added to the north side of the building (towards the proposed grocery store). While the ACC has not seen this revised building design, the overall building materials and configuration of the structure remain consistent with what was considered by the ACC when they recommended approval of the application.

INDUSTRIAL & COMMERCIAL DEVELOPMENT COMMISSION

The Northbrook Industrial & Commercial Development Commission (ICDC) also reviewed the proposed Northbrook Court redevelopment plans. During the April 23, 2019 meeting the ICDC unanimously recommended approval of the proposed redevelopment plans as well as the requested Northbrook Court Redevelopment TIF and Sales Tax Incentive Request.

SUMMARY

It should be noted that there may be members of the public that still wish to further address the Board regarding this application. To-date, most of those attending the Plan Commission public hearings have been from the Glenbrook Countryside neighborhood, to the south and west of Northbrook Court. Although this subdivision is located in unincorporated Cook County, residents received notice of the Plan Commission hearings and provided extensive public comments. Attached to this report is all of the public correspondence received to date for review.

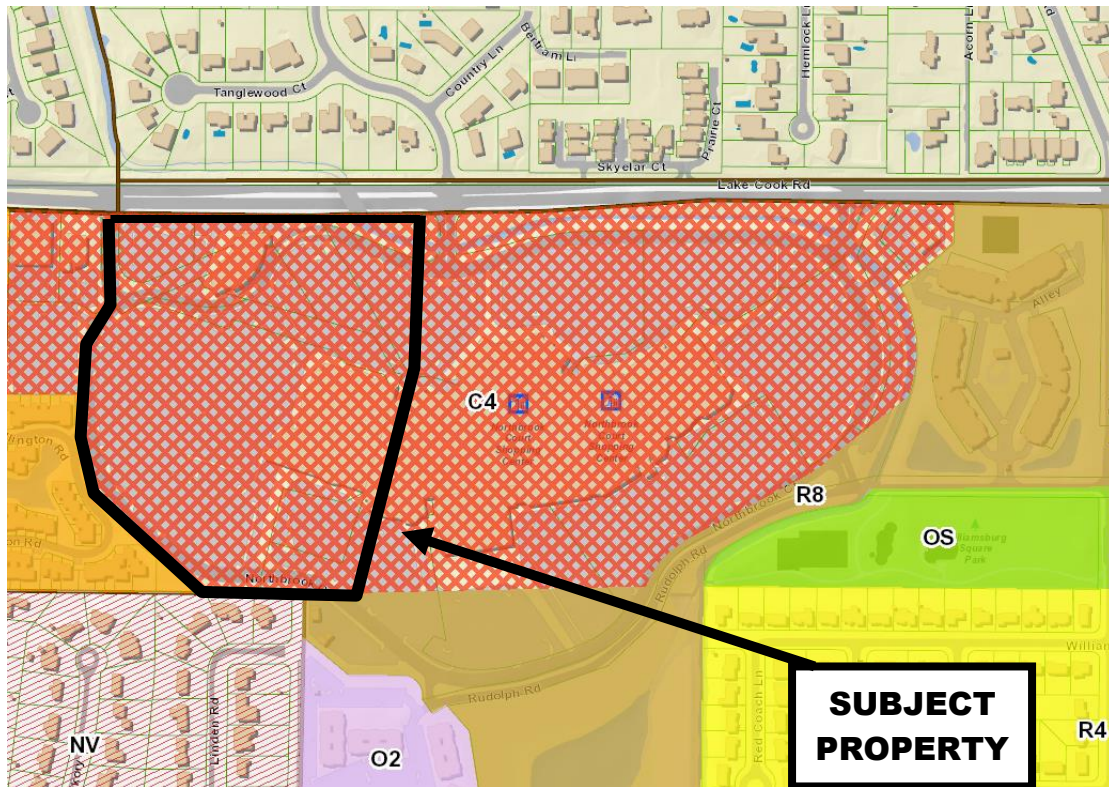
If a majority of the Board concurs with the Plan Commission's recommendation, the Board can direct staff and the Village Attorney to prepare approval documents. If a majority of the Board does not concur with the Plan Commission's recommendation, then the Board should direct staff to prepare the proper documents to deny the requested zoning and subdivision relief. These documents would be presented at a subsequent meeting for consideration.

The Applicant and staff will be present at the May 28 meeting to answer any questions. We anticipate that the Applicant will wish to make some comments to the Board to explain how the development has evolved over the course of the review process.

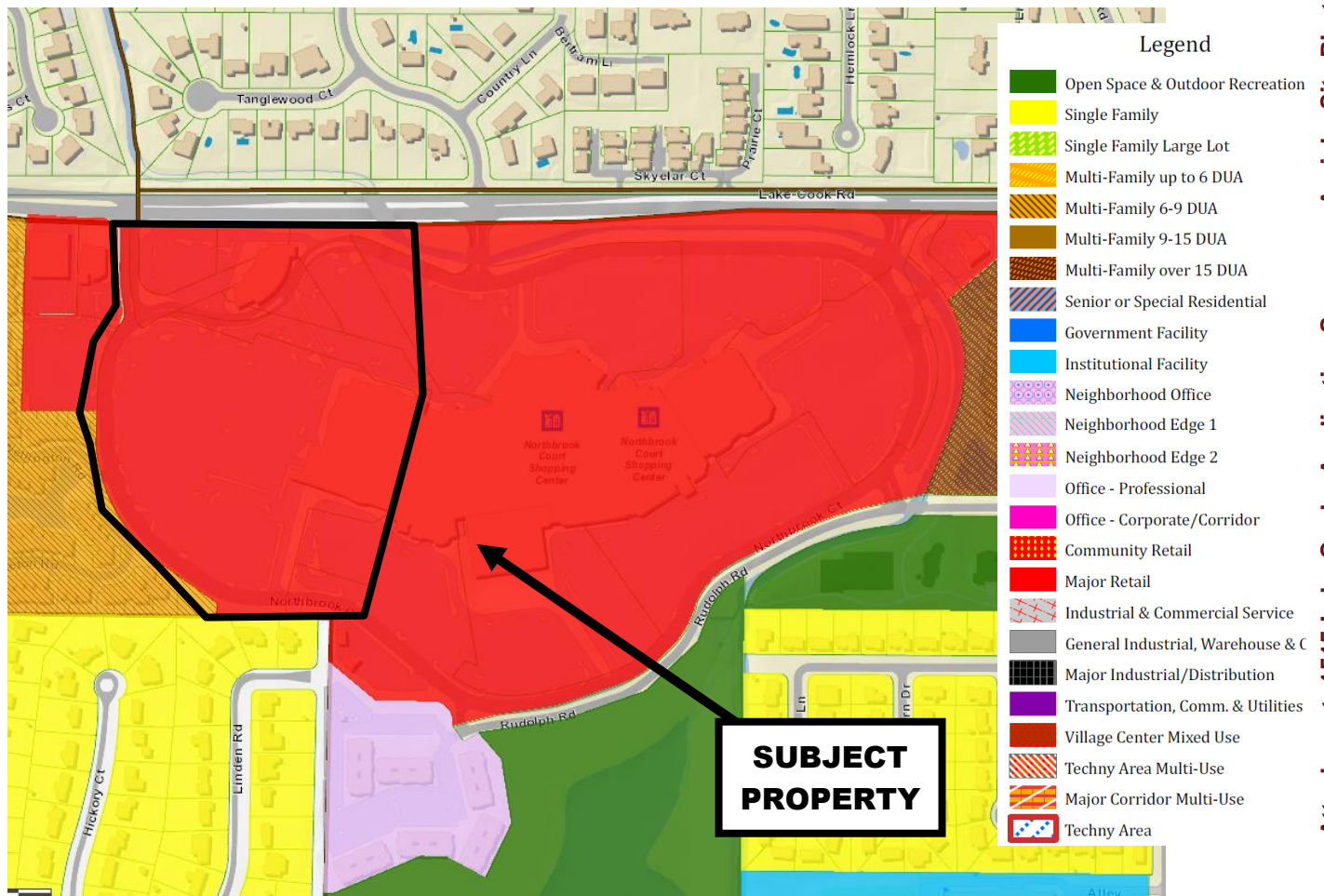
PCD-18-16: 1515 LAKE COOK ROAD APPLICATION SUMMARY

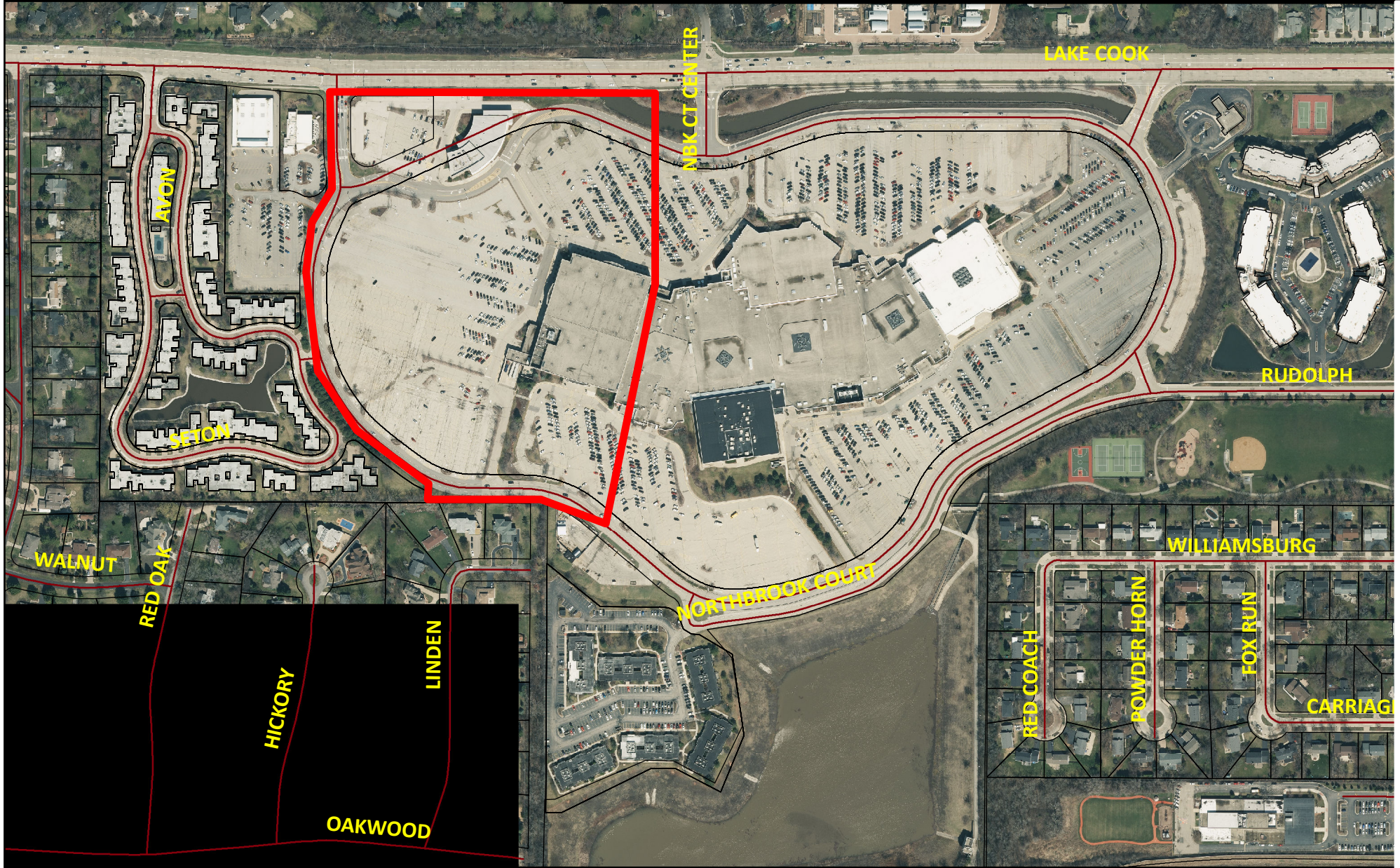
Applicant:	Northbrook Anchor Acquisition, LLC								
Site Location:	1515 Lake Cook Road – Northbrook Court Shopping Center								
Requested Action:	<ul style="list-style-type: none"> a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses; b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court; c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District; d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District; e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80' and 5 stories, whichever is less; f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage; g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units; h) Special Permit for Multiple Buildings on a Single Zoning Lot; i) Variation to reduce the required rear setback from 150' to 73'-3"; j) Approval of Final Plat of Subdivision; and k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant. 								
Proposal:	Construction of a Multi-Family Residential facility, grocery store, and new restaurants/retail as part of a redevelopment plan for the shopping center.								
Existing Zoning & Land Use:	C-4 Regional Shopping; Shopping Center								
Surrounding Zoning & Land Use:	<table> <tr> <td>North:</td><td>R-4 Low to Moderate Density (Highland Park); single family</td></tr> <tr> <td>South:</td><td>O-2 Limited Office; Office Buildings R-8 Multiple Family Residential; Detention Pond</td></tr> <tr> <td>East:</td><td>R-8 Multiple Family Residential; Apartment/Condo Buildings</td></tr> <tr> <td>West:</td><td>C-4 Regional Shopping; Shopping Center R-7 Multiple Family Residential</td></tr> </table>	North:	R-4 Low to Moderate Density (Highland Park); single family	South:	O-2 Limited Office; Office Buildings R-8 Multiple Family Residential; Detention Pond	East:	R-8 Multiple Family Residential; Apartment/Condo Buildings	West:	C-4 Regional Shopping; Shopping Center R-7 Multiple Family Residential
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West:	C-4 Regional Shopping; Shopping Center R-7 Multiple Family Residential								
Comprehensive Plan Designation:	Major Retail								

ZONING MAP

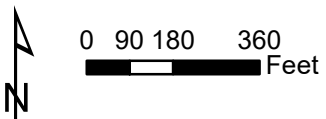


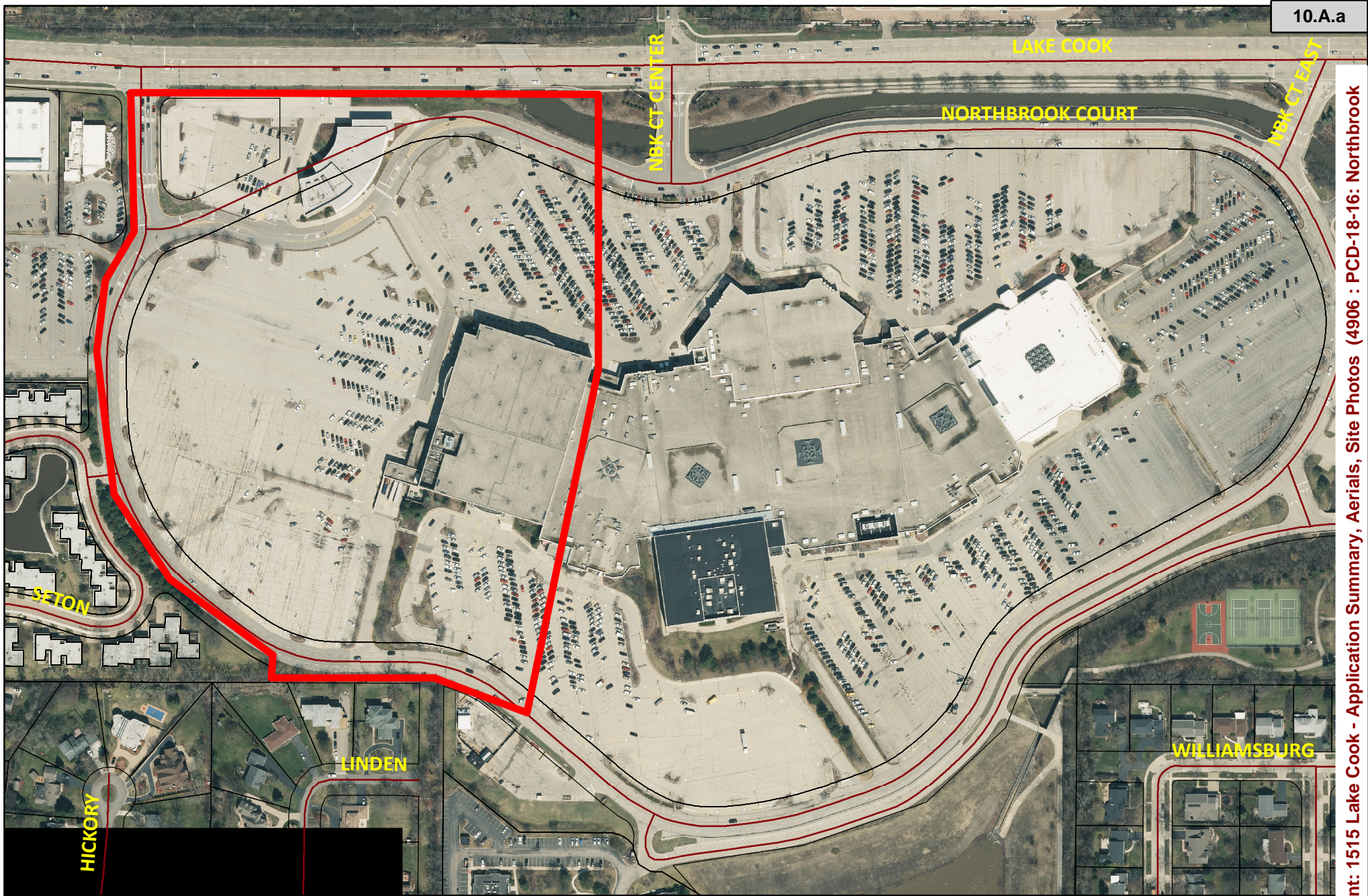
COMPREHENSIVE PLAN MAP





1515 Lake Cook Road Northbrook Court Mall





0 62.5125 250
Feet

1515 Lake Cook Road Northbrook Court Mall

Attachment: 1515 Lake Cook - Application Summary, Aerials, Site Photos (4906 : PCD-18-16: Northbrook





Attachment: 1515 Lake Cook - Application Summary, Aerials, Site Photos (4906 : PCD-18-



United States, IL, Cook Co.,
Northbrook

Attachment: 1515 Lake Cook - Application Summary, Aerials, Site Photos (4906 : PCD-18-



Attachment: 1515 Lake Cook - Application Summary, Aerials, Site Photos (4906 : PCD-18-









Board of Trustees

Regular Meeting

~ Minutes ~

1225 Cedar Lane
Northbrook, IL 60062
www.northbrook.il.us

Debbie Ford
(847) 664-4013

Tuesday, September 25, 2018

7:30 PM

Board Room

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sandra Frum	Village President	Present	
James Karagianis	Trustee	Present	
A.C. Buehler	Trustee	Present	
Kathryn Ciesla	Trustee	Absent	
Bob Israel	Trustee	Present	
Muriel Collison	Trustee	Present	
Jason Han	Trustee	Present	

COMMITTEE REPORTS

10. PLANNING/ZONING

A. PRELIMINARY REVIEW - ZONING & DEVELOPMENT APPLICATIONS

2. Preliminary Review of a Request for Redevelopment of a Portion of Northbrook Court Shopping Center

Michaela Kohlstedt reported that 1515 Lake Cook Road, the Northbrook Court Shopping Center, is Zoned C-4 Regional Shopping. This is the only area in town with C-4 Regional Shopping zoning designation. To the north is Highland Park, Single-Family Residential properties, to the east is R8 Multi-Family Residential, to the south is R-8 which is a detention basin as well as O-2 Office, and also to the south is some unincorporated Single Family Residential in Cook County. To the west is R-7 - Multi-Family Residential, as well as additional C4 Regional Shopping which is the PF Chang's and a Chase Bank. The subject property parcel that is being discussed this evening does have an item to note, a grade change on the south side of the Macy's Department Store. The current Macy's structure is a 55 ft. tall building.

The proposal this evening, submitted as a joint application by Brookfield Properties and Ryan Construction would involve the demolition of the Macy's Department store and the construction of a mixed-use development, consisting of approximately three hundred luxury apartments, a high-end grocer, some restaurants and some green space. It will also involve the realignment of the access road around that portion of the shopping center, with the inclusion of a four-way stop in proximity to the existing Crate and Barrel store. The lower level of the plan shows the location of 60,000 sq. ft. grocery store, some additional restaurants as well as a passive and

Attachment: 1515 Lake Cook - 9-25-18 Preliminary Review Minutes (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

active green area that can be used for various activities. There could be outdoor dining to accommodate the restaurants. There will also be some redevelopment on the lower level of the interior of the shopping center that would include a new food hall. In addition to the redevelopment of this portion of the shopping center, the entire shopping center will have an interior renovation of common areas, to bring it up to date with current trends and design features. Also included in the lower level development, will be indoor underground parking for the apartment complex. What is being proposed on the second level would be in the mall, additional retail and more food kiosks or coffee kiosks, possibly another restaurant. There would be a connection to the residential component with amenity facilities for the residential property and then the roughly three hundred apartment units. These would be a mixture of one to three-bedroom units. The lower level would be connected to the second level by a grand staircase proposal. There is an access drive area for pick up and drop off circulation of the multifamily development. The apartment complex would have various amenities including, a pool, different outdoor spaces, a dog run, a fitness center, grilling patios as well as indoor parking.

The residential structure being the tallest proposed building out of the newly proposed structures on the north and east end, would be 62 ft. tall and on the south and west sides the residential structure would be ranging from 71 to 73 ft. tall, and would be set back roughly 69 feet from the Ring road, the access road on the south property line of the subject property. With the complete redevelopment of this side of the shopping center, there would be a variety of zoning approvals necessary. The most significant would be to amend the C-4 District to allow a multifamily residential as a special permit use. The Zoning Code would also have to be amended to reference the new site plan that governs that the shopping center. Additional relief would be a special permit for multifamily use and a special permit for multiple buildings on a single parcel due the different free-standing restaurants and grocer. Another notable amendment to the zoning code would be considering the elimination or modification to the transitional setback requirement. Currently, the property has 4,907 parking stalls, that number would be reduced to 4,654 of which some of those would be the indoor parking stalls for the multi-family residential building. The applicant stated that each apartment would have at least one designated interior covered parking stall. The applicant is seeking a public/private partnership with the Village, to assist in the financing and economics of the redevelopment plan. The applicant has also asked the Village to acquire Rudolph Road and the detention basin, both of which are owned by Brookfield Properties, located south of the shopping center. However, the detention basin is maintained by MWRD.

Village Attorney Steve Elrod gave a history of the property, stating that the only property that is within the C-4 District is Northbrook Court. There is no other property in the Village of Northbrook that has C-4 Zoning. When the Village adopted its Zoning Code in 1988, it took Northbrook Court as a snapshot and defined it as the C4 District. In 1993, when there were certain renovations to Northbrook, the Village adopted a single Ordinance that governed all of Northbrook Court and that single Ordinance is the C-4 District. Unlike zoning in the rest of the Village, this is basically form based zoning.

Adam Tritt, Sr. Vice President of Development at Brookfield Properties stated that they are here tonight to take the first step in bringing their vision for the future of Northbrook Court to life, with a substantial investment of hundreds of millions of dollars that will reinvent the shopping center. This redevelopment will be vital in ensuring that Northbrook Court retains its relevancy in an increasing competitive retail landscape. The retail landscape especially in the mall sector is transforming rapidly. To ensure their continued success, they must evolve with the market place and provide an offering that resonates with the community and visitors. The applicants are seeking to a public/private partnership as part of this proposed redevelopment.

Trustee Karagianis thanked Brookfield for coming into the Village and for their efforts to redo the Northbrook Court. This is exactly what the mall needs to do to succeed going forward. There are some concerns, the residents behind the court need to be adequately screened and that Ring Road is done in a nice fashion.

Trustee Buehler agrees with Trustee Karagianis. People are shopping in different ways and there needs to be change for Northbrook Court to have continued success. Trustee Israel welcomes the changes to Northbrook Court.

Trustee Collison appreciated the redevelopment of Northbrook Court. . She stated that further investigation needs to be done regarding parking for the residential component. . One parking space for each residence will not be enough for a three-bedroom unit.

Trustee Han agrees with the other Trustees. He is generally not supportive of Public/Private partnerships.

President Frum feels that the redevelopment is exciting and something Northbrook needs.

GLENBROOK COUNTRYSIDE PROPERTY OWNERS ASSOCIATION
P. O. BOX 342 NORTHBROOK, IL 60065-0342

.....Living Country

March 14 2019

REGARDING NORTHBROOK COURT CONSTRUCTION—

THIS EFFECTS YOUR PROPERTY VALUES—

The issue at hand is the major construction project at Northbrook Court, starting with the tear down of the Macy's building. There are many concerns with the project; most un-acceptable is the 80 foot —5-1/2 story apartment building purposed [which would] be 73 feet from the rear yards of several residents on Linden Road. We are in favor of major improvements to the property which will benefit Northbrook, but the initial proposal is too extreme.

This building would be viewed by residents of Hickory Court, Linden Road, Red Oak, east end of Walnut Circle and Cottonwood Roads. Residents of "Courts of Northbrook" are also concerned with its location.

- In the past our association, with others, have *objected* to four story condo's in the "Courts of Northbrook" — with successful results.
- Purposed four story building at Lake Cook & Waukegan, then-Boarders Book Store, which now is a medical center— objections successful.
- Recently— re-zoning of Brookside Shopping Center to light industry from business, objections successful.
- Attended meetings at Deerfield regarding major construction, [behind Deerfield Shopping Center, formally referred to as a 'Mall' - project acceptable].
- Adjacent to Chestnut Road, a proposal for Chick Fil-A Restaurant, our concerns were met by Deerfield.

Our association has been involved in previous issues concerning our properties, over many years. *Now, it is the issue of Northbrook Court.*

The second Northbrook Plan Commission Meeting will be, at the Northbrook Village Hall, next to the library, Thursday April 4th 2019 7:30 PM sharp. Residents from Linden Road and Hickory Court will attend, it is important that all residents of Glenbrook Countryside support those directly affected by this issue. If you attend this meeting—some of us will be speaking to our concerns, being there to support is very important.

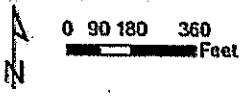
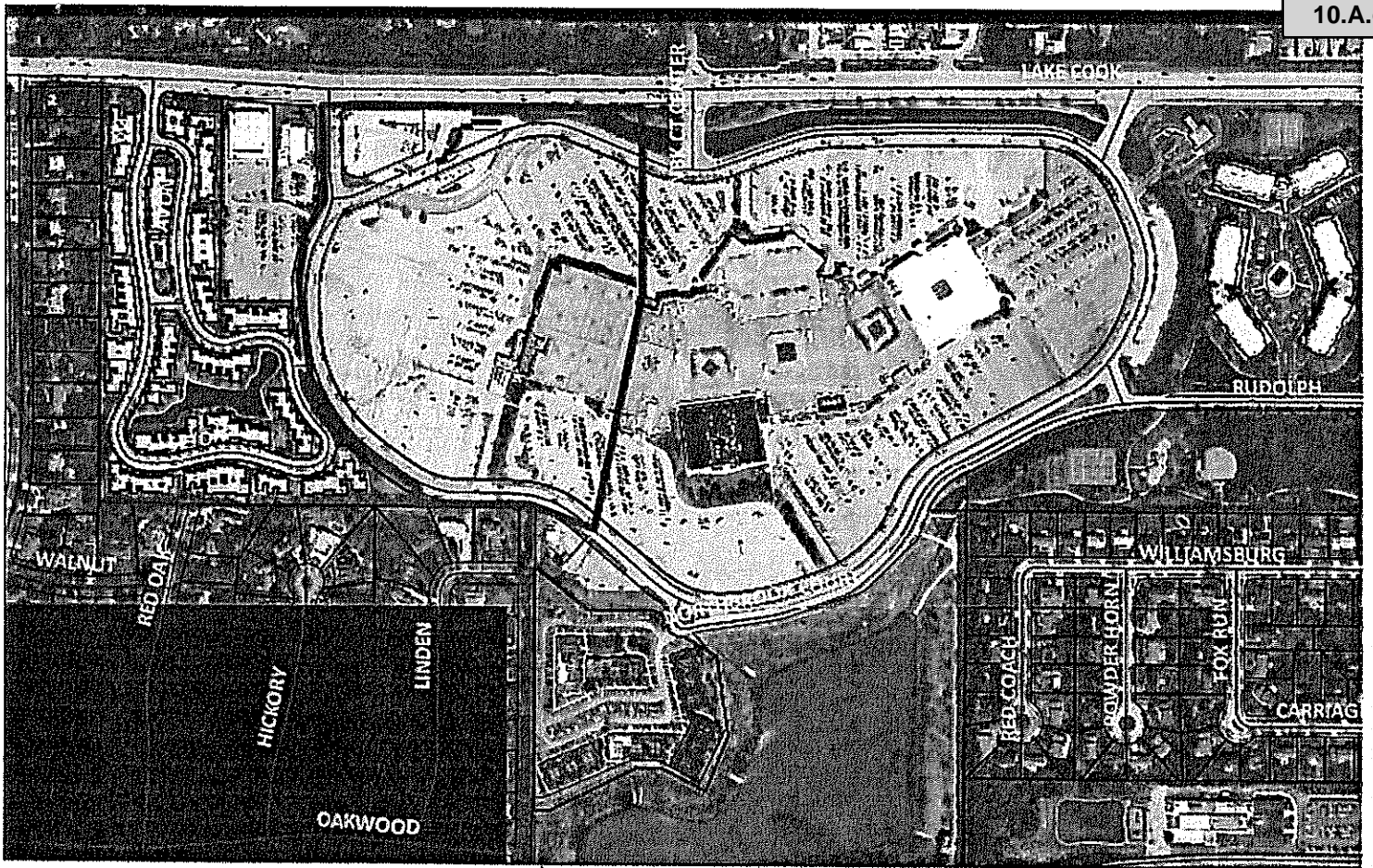
I would like to thank residents, Jim Beckett, Yan Belfor and Leonard Ginzberg for attending the first Northbrook Plan Commission Meeting and addressing their concerns. *See attached letter from Jim Beckett.*

I want to thank the Glenbrook Countryside Property Owners who have paid their dues this year, and a thank you to our twenty-three board members for their dedicated service to our community.

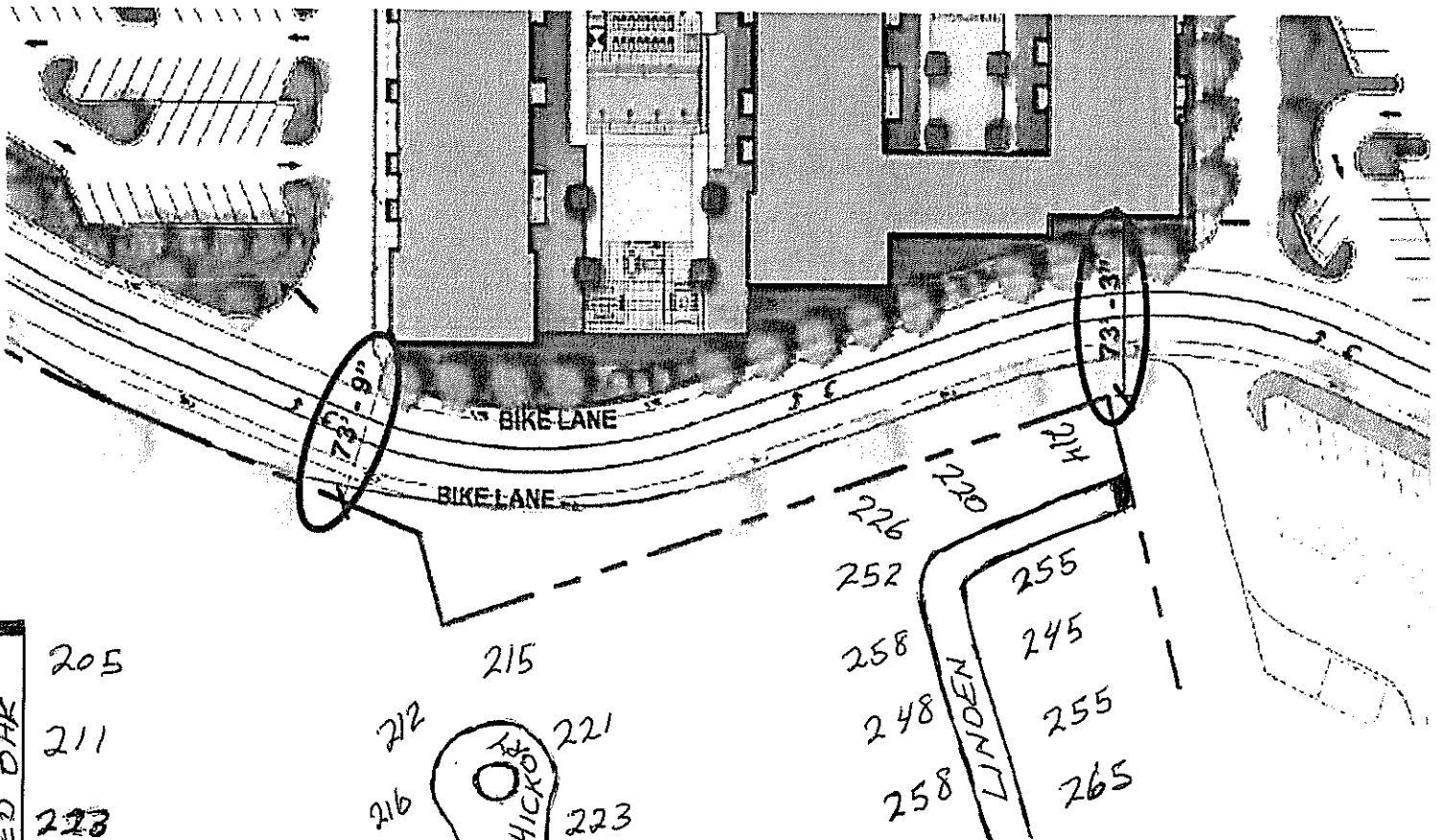
—Our Annual Meeting is scheduled Tuesday April 9th 7 PM at the Greenbriar School—
This issue will be on the agenda

Kenneth E. Smith President Glenbrook Countryside Property Owners Association

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)



1515 Lake Cook Road Northbrook Court Mall



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Figure 13: Areas circled note the need for rear setback variation

232 Linden Road
Northbrook, IL 60062
March 9, 2019

Dear North Linden Road & North Hickory Court Neighbors:

To introduce myself, my name is Jim Beckett and I live at 232 Linden Road. I bought my home in 1996 with my late wife and we raised our two children here in Glenbrook Countryside. Co-existing with Northbrook Court as a neighbor for many years, we enjoyed our quiet peaceful street and community. I know many of you and I regret not having the time to have met all of you. I am an empty nester now and have my house for sale. In this tough real estate market, I am holding out for a fair price. With the planned redevelopment of Northbrook Court, I am not sure what to expect. I am not assuming the Northbrook Court redevelopment will add value to our homes. So-- I may end up living here for many more years!

To this end, I attended the March 5 Northbrook Plan Commission Meeting that presented the Northbrook Court redevelopment. I recognized three other Countryside neighbors at the meeting. Two from Hickory Court and one from Linden Road. Many more neighbors attended from the west side of the Mall and from even across Lake Cook Road. If you are interested in viewing the replay of the almost three hour meeting, here is the link:

<http://northbrookil.igm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1608&Format=Agenda>

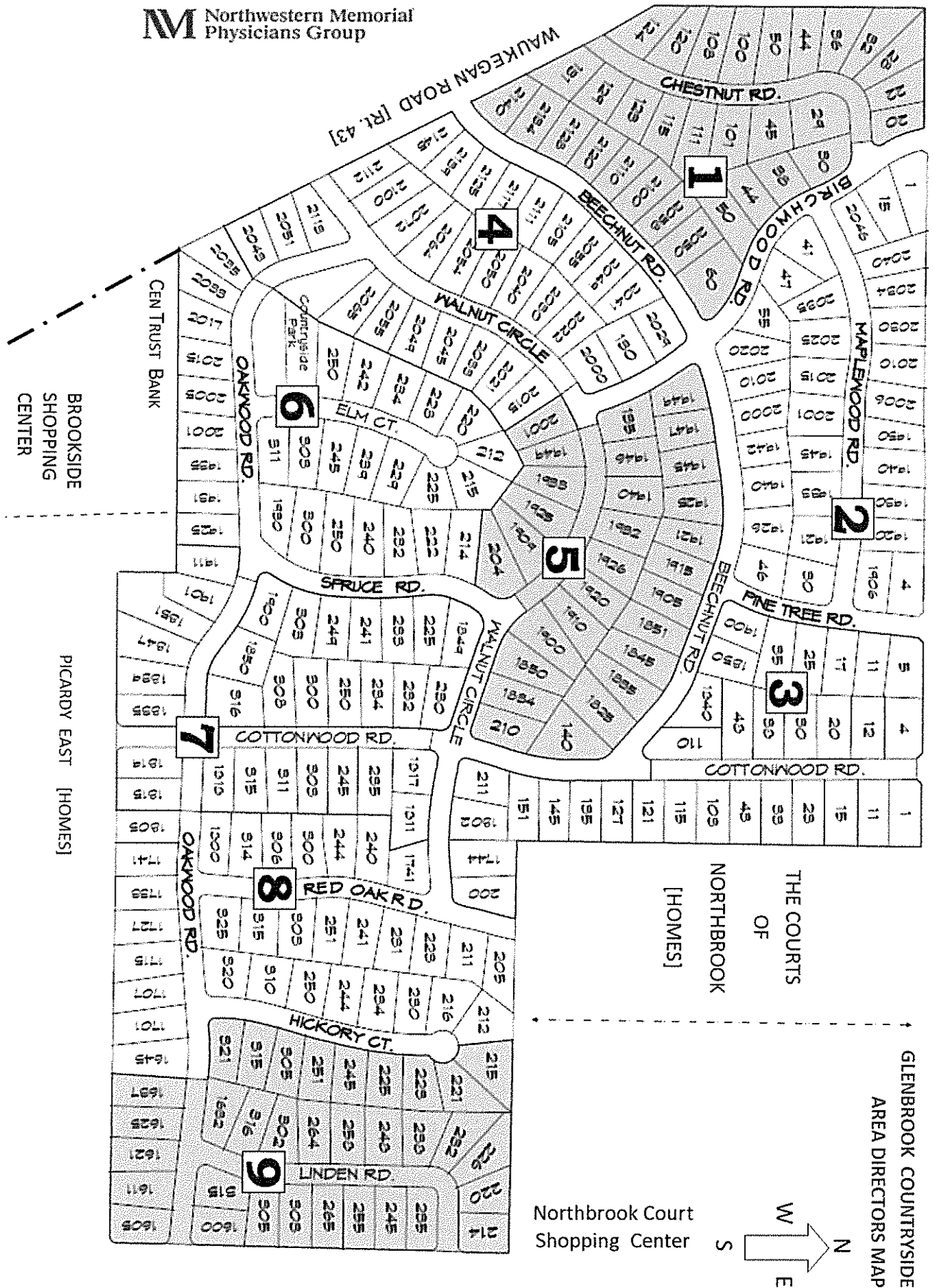
I am writing this letter to you today to make sure you are aware of what is about to be constructed just to the north of many of our homes. **An 80 foot tall (5 story) apartment building with reduced setback from the existing ring road!** Please see the Figures in the attachment enclosed to gauge just how close the structure will be to our homes. Whether you support the project; are indifferent to it; or like me, are concerned about it; I urge you to take note to what is happening. Once the apartment building is built, we will have no chance to make changes to what is proposed. Please consider attending the next Plan Commission Meeting to discuss the project (tentatively set for April 4th) at the Northbrook Village Hall.

Through our comments at the March 5th meeting, it was clear the Plan Commissioners want the Mall Owner/Developer to listen to the concerns of the Glenbrook Countryside neighbors. The Developers are asking for, among other things, height and setback exceptions from existing zoning -- so, this project has no automatic approval. The Plan Commissioners have asked the developers to consider changes to the apartment building design, increased landscaping or a screen to make it more palatable to the neighbors to the South. These re-drawings are likely to be presented on April 4.

Thanks for your time. If you want to reach out to me directly, my cell phone is 312.288.6490. One or Two voices may be heard, but many voices can have an impact!



M Northwestern Memorial
Physicians Group



WILMINGTON

LAKE COOK ROAD

Attachment: 1515 Lake Cook - Public Correspondence (4906) : Northbrook Court Redevelopment Summary

Kohlstedt, Michaela

From: Frum, Sandy
Sent: Saturday, March 23, 2019 12:03 PM
To: Poupard, Tom; Kohlstedt, Michaela
Cc: Nahrstadt, Rich
Subject: Fwd: Northbrook Court

Sandy Frum
 President
 Village of Northbrook

Begin forwarded message:

From: Tracy Katz Muhl <tracykatzmuhl@gmail.com>
Date: March 23, 2019 at 11:55:22 AM CDT
To: PLAN_CHAIR@NORTHBROOK.IL.US
Cc: sandy.frum@northbrook.il.us
Subject: Northbrook Court

Dear Plan Commissioners,

I'm writing to thank you for your interest in and support of affordable housing as a component of the Northbrook Court redevelopment plan. As Williamsburg Square neighbors, we met with the developers to discuss the plans and possible impact on our neighborhood. At that session, I encouraged the developers to talk to the Village about affordable housing, and was pleased to hear that their proposed rent ranges were not far from the mark that would allow this to happen. I was also happy to hear that at least four plan commissioners vocally expressed their support for affordable housing at the first developer presentation.

It's been a long time since we've taken further steps towards meeting our set goals for affordable housing in Northbrook. Working towards perhaps 10% of the units in this new development being affordable would be a wonderful next step.

Thank you for your support,

Tracy Katz Muhl
 234 Powder Horn Drive, Northbrook
 Pronouns: She/Her/Hers
tracykatzmuhl@gmail.com

WARNING- EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments. **Never** give out your user ID or password.

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

April 1, 2019
 1344 Adirondack Drive
 Northbrook, Illinois 60062

April 2, 2019

Vial U.S. Mail and Email to PLAN_CHAIR@NORTHBROOK.IL.US

Ms. Marcia Franklin,
 Chairperson
 Plan Commission
 of the Village of Northbrook
 Village Hall
 1225 Cedar Lane
 Northbrook, Illinois 60062

RE: Letter in Support of Proposed Northbrook Court Redevelopment

Dear Ms. Franklin:

After following with interest the Plan Commission hearings on the proposed Northbrook Court Redevelopment, I submit this letter in support of the project. The mall ownership has submitted a well thought out, comprehensive plan that will be beneficial to Northbrook Court, the Village of Northbrook and the surrounding communities.

I have been intimately involved with shopping center development, redevelopment and trends for over 20 years. I am currently with Sears Holdings Corporation in its Real Estate Department; prior to joining Sears, I was a developer with Kimco Developers, Inc., Westfield and General Growth Properties. Since joining Sears, I have experienced and witnessed the decline of department store anchors, the evolution of retail and the decline and the necessary re-invention of major shopping centers into, among other things, live-work-play centers. My current responsibilities at Sears include the review and evaluation of major mall redevelopment plans such as these. The mall ownership has submitted a well thought out, comprehensive plan that will be beneficial to Northbrook Court, the Village of Northbrook and the surrounding communities.

Northbrook Court is under intense pressure from the other surrounding large and small retail venues and the proposed project will strengthen the center by "right sizing" the retail and adding the residential component to make it very viable for years to come. This will benefit the village through tax revenue and benefit the surrounding residential community through increased property values, not to mention stabilized non-declining values.

Unfortunately, I cannot attend the April 4 hearing to state this in person. As a citizen of Northbrook, I urge the Plan Commission to give a favorable vote in support of the proposed redevelopment. Thank you for your consideration.

Sincerely



Scott Nierman, Esq.
 (312) 505-5397

cc: M. Kohlstedt, Staff Liaison, Village of Northbrook, via email to michaela.kohlstedt@northbrook.il.us

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

April 2, 2019

To: Northbrook Plan Commission
From: Jack Kaplan
Re: Proposed redevelopment of Northbrook Court

My name is Jack Kaplan. I am a 20 year resident of Northbrook along with my wife and three children that attended Meadowbrook Elementary, Northbrook Jr. High and Glenbrook North High School. I have served on the board of Housing Opportunity Development Corporation, a community-based organization that develops and manages affordable homes for low and moderate income households primarily in the northern suburbs for 15 years.

I am writing in regard to the proposed redevelopment of Northbrook Court with Tax Increment Financing (TIF) support. Included in this redevelopment is an apartment complex of more than 300 units. This presents our community with an opportunity to meet the needs of many of our local residents who can no longer afford to live in our community as well as those who would like to live in Northbrook but cannot afford the market rents generally charged for housing in our community.

The Illinois General Assembly passed the Affordable Housing Planning and Appeal Act in 2003 to address the lack of low and moderately-priced housing in many Illinois communities. Under that law, all municipalities in Illinois are expected to have a minimum of 10% of their housing units affordable to low and moderate income residents. In response to that legislation the "Village of Northbrook Affordable Housing Plan" was subsequently approved by our trustees.

In the introduction to that plan the "Village recognizes the importance of providing opportunities for additional affordable housing." It then highlights its leadership role "in the area of fair and affordable housing, having adopted one of the first fair real estate practices ordinances in the northern suburbs in 1968." In its identification of lands and structures that are most appropriate for affordable housing "the Village of Northbrook desires to establish a plan that will encourage and attract affordable housing developments in the Village of Northbrook that are consistent with the public health and safety capabilities of the Village and will protect and preserve the character and environment of the Village." After describing the challenges associated with the "character and environment of the Village" the Plan sets out 4 criteria for the identification of locations suitable for affordable housing:

"Any sites that are used for new construction or adaptation of existing units must:

- Provide compatibility with established land-use patterns, surrounding land uses and the Village's Comprehensive Plan;
- If possible, be in mixed-use developments (for multi-unit structures);
- Not concentrate the affordable housing units; and

- Be located where there is adequate infrastructure to support such housing developments.

it is the objective of this plan that, by pursuing the goals set forth above, the Village will have created conditions amenable to ultimately achieving the stated affordable housing targets in Northbrook in a manner that will not impact the health and safety capabilities of the Village and will protect and preserve the character and environment of the Northbrook community.”

The proposed development at Northbrook Court fits squarely within the 4 cornered criteria laid out by Village Plan:

1. It would clearly be compatible with both the established and proposed land use patterns associated with Northbrook Court and its surrounding land uses, which already include a significant number of housing units.
2. It will be part of the mixed use development which is being proposed for this site.
3. It can be designed to avoid the concentration of affordable housing units.
4. It will be part of a much larger housing development that will have adequate infrastructure.

According to a report by the Illinois Housing Development Authority (IHDA) in December, 2018 the Village of Northbrook has 722 affordable housing units which represent 5.7% of the 12,647 total number of housing units in the Village. In order for the Village to reach exempt status under the Act, the Village must have 10 percent of its total housing stock as affordable housing units, as defined by the Act. It is worth noting that several of our neighboring municipalities have greater percentages of affordable housing including Deerfield and Glenview (7.3%) and Highland Park (9.3%).

So who are the people that cannot afford our market rents in Northbrook but need a home in our community? They include the following:

- People whose incomes are stable but who earn less than the average median income
- People with disabilities who have incomes
- Senior citizens with changing needs and fixed incomes (26% of our population is 65 or over)
- Families with children
- Youth who are independent but not yet self-sufficient

The Department of Housing and Urban Development (HUD) defines cost-burdened families as those “who pay more than 30 percent of their income for housing” and “may have difficulty affording necessities such as food, clothing, transportation, and medical care. Severe rent burden is defined as paying more than 50 percent of one’s income on rent.

According to recent Census data almost 60% of Northbrook renter households are paying more than 30% of their income on gross rents and half of those are paying more than 50% of their income on rent. Clearly, there is a significant need for the type of affordable housing that this redevelopment has the potential to provide.

The use of a TIF in support of this redevelopment only increases the case for insisting on a public benefit in return for the Village's approval of the project. Affordable housing initiatives have been tied to TIF funding in a number of municipalities across Illinois and across the country.

For the past 20 years I have had the good fortune to live in a village that has provided my children with a great education and my family with a warm and welcoming place to work and play and enjoy all of the amenities that come with a vital community. Let's take this opportunity to keep some of our cost burdened residents in town and extend a hand to others who, but for their income, would add their own value and richness to the fabric of our community. I strongly encourage this Commission to require that the developer of the Northbrook Court apartment complex include a minimum of 15% of the units for affordable housing consistent with the Affordable Housing Planning and Appeal Act.

Jack Kaplan
1331 Church Street
Northbrook, IL. 60062
Jackaplan1@gmail.com

Dear Planning Commission,

We are the owners of 220 Linden Rd, one of the Glenbrook Countryside residences heavily impacted by the multi-family residential buildings proposed by the Applicants (see photo #1 below).

We are originally from Spain but residents in the USA for 11 years. In our country, on the sixties or seventies, and due to the lack of clear regulation, enforcement of the existing regulation or simply due to corruption, it was relatively usual to find out that some developer was constructing a tall building in a place where should not be. We never thought that in the 21st century and in the most developed country of the world, we'd face the threat of having an 80 feet tall building almost literally on our backyard (see photo #2 below)

As property owners, we welcome any type of revitalization effort in this commercial area. However, we are extremely concerned about certain aspects of this projects. As many of you, we have our personal opinion about the possibility of success of a 70,000 sqf grocery store in this area, or if the residential buildings should be placed in a different location. But those are just personal opinions. It is not our area of expertise and, honestly, it is the Applicant's business. Our biggest concern is related to the current location and design of the residential buildings. They simply cannot be built in the proposed location and with the current design. 80 feet tall and 73 feet set back is definitively not acceptable for us, for many reasons:

- The first one is safety: we'd have 315 renter families, around 1,000 people in total, with a significant percentage of them looking directly at our windows from 73 feet of distance from our property. They'd have perfect sight of any movement inside our house and when the house is occupied or empty. Not to mention the incremental traffic flow in the area, not only from the residential buildings but also from the grocery store.
- Second reason is privacy: A five story building almost literally in our backyard it is a true invasion of privacy. In the photo #3 you can see a perspective of our house from that distance.
The only "solution" that the Applicants proposed to solve this issue was to plant some trees in our property. This option is not feasible. A storm water retention area and a power line make impossible to plant them in the suggested location. They would need to be planted ~20 feet closer to the house, which would reduce drastically the backyard (see photo #4). Totally unacceptable. Not to mention than the trees would never solve the privacy issue, due to the height of the buildings.
- Third reason is noise, which we believe does not need further explanation, given the amount of people and traffic at such a short distance
- Last but not least, is the impact that this development will have in the market value of our property. There are many article and papers that details how commercial and residential developments impact the value of the surrounding properties. We'd be more than happy to share some of them. We also have a memo from an independent professional explaining this impact in our property. The impact can be huge when development is so close to the property.

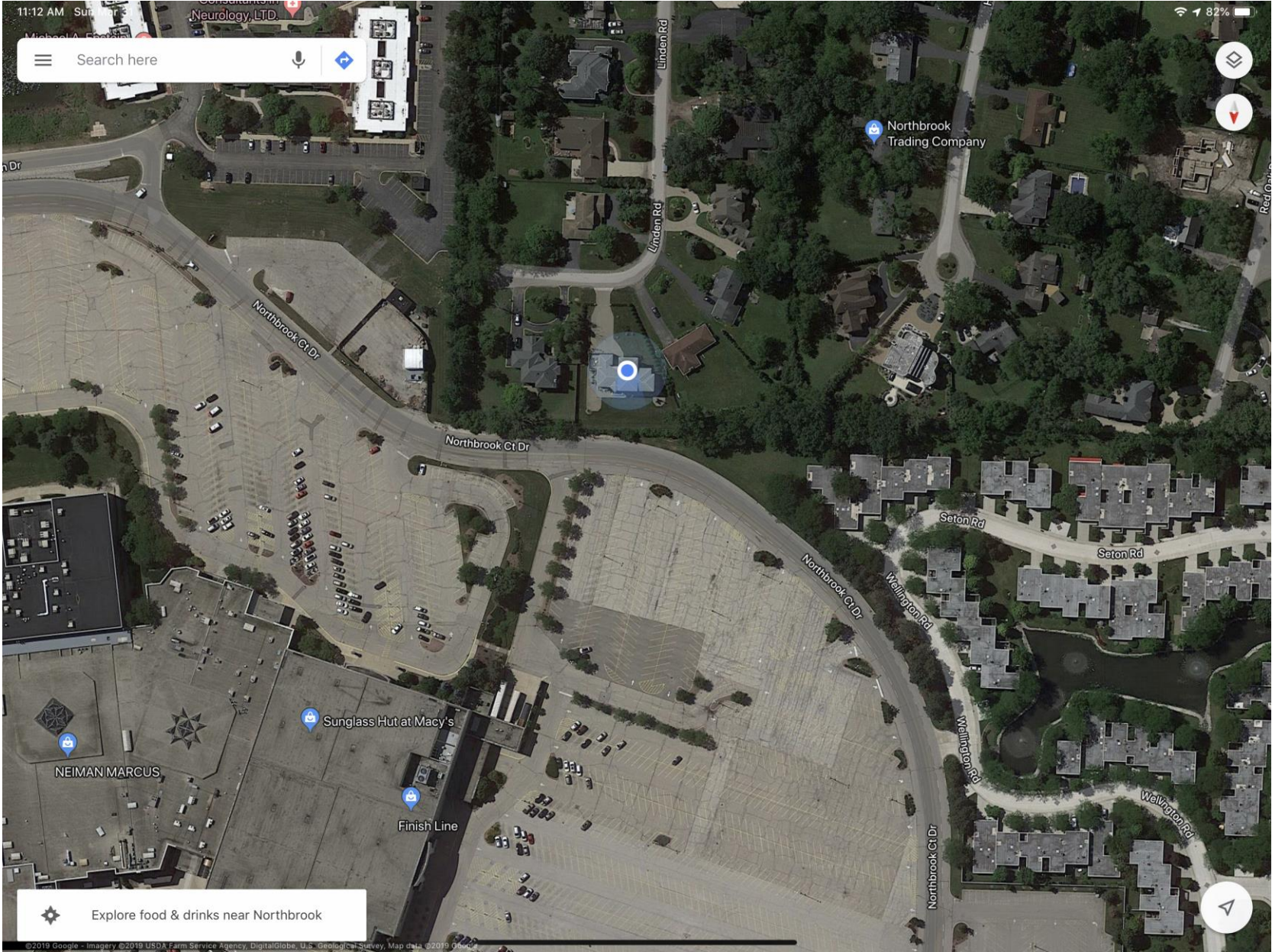
Allow us to finish with a couple of images that we believe are self-explanatory. The first one (photo #5) is the current view from one of our windows in the ground floor of our house. The second one (photo #6) is what we'd see if the project is built as designed. Just think if you'd like to live in our place. We don't...

Maximino Caballero Ledo

Inmaculada Gomez Grau

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Photo #1 – Property location



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #2 – Distance from residential buildings to property



Photo #3 – View of property from proposed buildings location



Photo #4 – Strom water retention and power line



Photo #5 – CURRENT view from property ground floor’s window



Photo #6 – FUTURE view from property ground floor’s window



Evaluation Property, single-family home.

Address: 220 linden rd. Northbrook. 60062 IL.

(Glenbrook Countryside)

Regarding NORTHBROOK COURT CONSTRUCTION and the negative effect it would have on the Caballero's Family Home PROPERTY VALUE.

The proposal of the **multi-family residential complex development** is a high FIVE LEVEL APARTMENTS on TOP OF TWO LEVEL of structured PARKING that is going to be **approximately 80 feet tall**. The overall structure **setback approximately 73 feet** from the south property line adjacent to the ring road circulating around the center.

The building has 315 units (studios, 1 bed, 2 bed, 3 bed apartments) and 434 indoor parking spaces for an **expected capacity of housing 1,000 people**. The common areas in this 500,000 square foot structure will include an outdoor pool, terrace with fire pits and grilling stations, dog run ...

This multi-family project affects directly the Caballero's Family Home property by decreasing its market value for these reasons:

1. Safety.

This contemporary architecture house has been designed with many windows around the building opening to the backyard. There are 39 windows in total including the large windows that cover the 3 floors stairs that bring character to the house. In the upper level, there is a big terrace with a sitting area and a fire pit. This brings lots of light to the house but also gives privacy due to the location where it is set up with no close neighbors with direct views to the house.

Due to the new complex development proximity (73 feet) there will be a large amount of people living very close to the house with very easy access, through their own apartment windows, to watch the backyard of our house but most importantly the inside of the house. This, therefore removes all the privacy that this house was designed for.

The single-family address on 220 Linden road is tucked into a dead- end street which typically have higher demand than other houses on more frequently used roadways. The reason is because dead-end street has less traffic and therefore these houses are much safer for children when they play outside.

Safety is one of the principal concerns for any potential buyer. In this particular scenario, the loss in value that this new multi-family residential complex will have in our single-family home will be very high due to the loss of complete privacy and therefore loss of the safety that this house currently has. This will result in a high impact to the depreciation value that this particular single-family house will have in the market.

2. Privacy.

As mentioned on the previous section, this new complex will completely remove the privacy that this home was specially designed and built for. The open windows give visibility to the interior of the house and due to the proximity and height of this new multi-family complex, the new families will have complete visibility to the backyard and the interior of this single-family home, resulting in a complete invasion of the privacy.

3. Tranquility.

This multi-family residential complex plans to bring around 1000 people to the neighborhood. As a result, this will bring larger noise levels and larger traffic levels that our neighborhood currently does not have. In particular, this will have a large impact to our single-family home as we will have this entire complex with swimming pools, fire pits, dog runs and 1,000 people only at 73 feet distance. This is a very big concern for any potential buyer, as high noise levels and traffic are among the most common factors that scare potential homebuyers away. This will adversely affect the value of the single-home property.

Building a Multi-family residential apartment complex 80 feet tall and 73 feet from the rear yard of the suburban single-family address in 220 Linden rd. will affect very seriously the PROPERTY VALUE of Caballero's HOME.

It is difficult to estimate the perfect percentage of the value depreciation of this house but, in my professional opinion, this house can lose between 20% - 40% of its current value when it will back up to this rental project.. In addition, the selling process in this scenario is going to double , or more than double the efforts and time that this house would have otherwise.

The consumers usually don't like traffic pattern adjacent to their backyards, nor do they like a constant change that rentals bring.

I believe this proposal would bring a huge disadvantage to Mr. and Mrs. Caballero property value.


They specifically chose this gorgeous home in June 2015 because of its design, privacy, tranquility and location. 4 years later they have been hit by this proposal who caused them pain, sleepless nights and loss of possible huge amount of equity .

Respectfully,

Irit Jacobson.

Broker Associate

Coldwell Banker



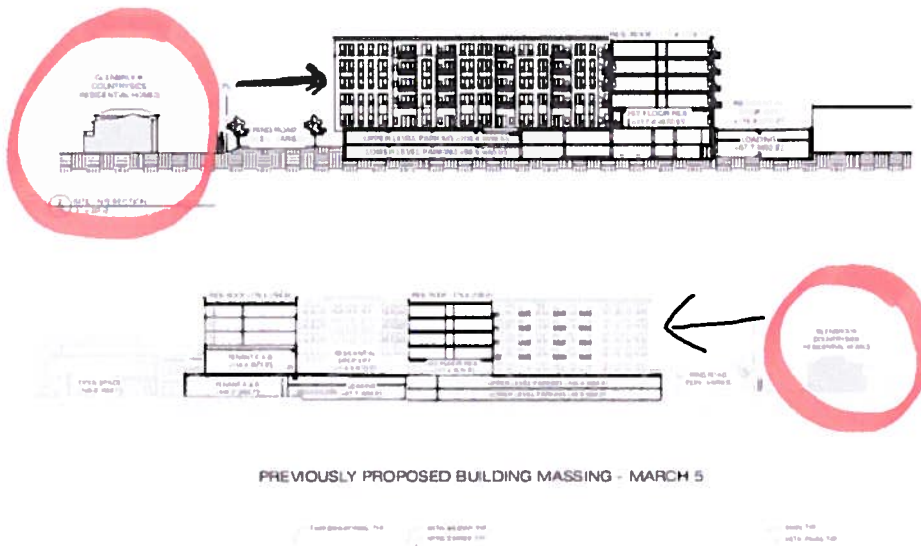
Appendix 1. Single-Family Home owned by the Caballero Family



Appendix 2. Illustration of the distance between the single-family home and the new multi-family complex



6.1.a



PCD-18-16: Northbrook Court

Appendix 3. Distance between the single-family home and the multi-family complex building





“Neighbors to the South” Comments to Plan Commission
Update - May 2, 2019

Further to our previous letters to the Northbrook Plan Commission before the April 4 Plan Commission meeting (Attachments Three & Four), we submit an update to be included in the Agenda Packet for the May 7 Plan Commission meeting. At this writing, we have not seen any changes made by the developers in response to the suggestions, criticisms and other comments made at the April 4 Plan Commission meeting.

At that meeting, most of the Commissioners asked the Applicant to find a design solution for the residential building that addresses the concerns of the neighbors to the south (us). We, proactively and immediately after the Commission Meeting, approached the Applicant’s attorney, suggesting a meeting in good faith in order to try to find a solution that could work for all parties before any redesign or new drawings were made. The meeting was scheduled on April 10th and took place at the Northbrook Court Mall office at 7:00pm.

Our objective was to establish a dialog with the Applicant, to communicate our continued concerns and to listen to any proposal/compromise that will satisfy the interest of all parties as well as the Commissioner requests. As one of the Commissioners commented on April 4th, it is not reasonable that in order to make a profitable business a group of neighbors should be highly penalized. Existing zoning laws are there to protect such potential from happening. Changes should be the exception and not necessarily the rule.

Resident attendees to the April 10th meeting were the owners of the most impacted residential properties to the south: Maximino Caballero and Inmaculada Gomez (220 Linden Road); Obaid Chhatiwala and Rubina Chhatiwala (214 Linden Road); Jimmy Shen (226 Linden Road); and Jim Beckett (232 Linden Road). Applicant attendees were: Mr. Barry Nekritz (attorney), Mr. Dan Walsh (Ryan) and Mr. Adam Tritt (Brookfield).

Our meeting was professional and cordial, but ended with no compromise/result. We continued to emphasize the planned Apartment Building was too close and too high with the potential for too many apartment dwellers looking into our backyards. The Applicants noted some relief was needed from the existing Village 55’ and 150’ height and setback requirements. We noted our strong desire to not live so close to the planned project with the 80’ and 73’ height and setback modifications sought. In this case, our preference would be to sell our homes to the developers or other third parties. With no consensus reached, the Applicant sought permission to take pictures from two of our four properties. As we left the meeting, we believed some changes and other modifications would be considered and made before the next Plan Commission meeting scheduled for May 7, 2019.

While we waited for the developers to make their modifications, we were able to prepare the pictures in (Attachment One, Photos 1-6) and we were able to research the distance between neighboring multi-story apartments and the nearest residential property line (Attachment One, Photos 7-10). We also include an email from the current Realtor for 232 Linden (Attachment Two) in which the difficulties of selling neighboring homes has and will continue to exist. The 232 property has been for sale for months with price reductions. As previously mentioned, sale of this property is being suspended pending further

clarification of the Northbrook Court redevelopment plans and perhaps a new formulated listing strategy to be established in due course.

With respect to Attachment One, Photos 1-6; existing photos of 220 Linden Road are presented from a front elevation and from the property's backyard looking toward Macy's. A second set of photos shows each front and backyard pictures with the new project superimposed WITH current zoning (150' setback; 55' height). The third set of photos shows each front and backyard pictures with the new project superimposed WITH proposed zoning (73' setback; 80' height). From these renderings, we believe it is clear to see that the planned apartment building is too close and too high.

With respect to Attachment One, Photos 7-10: we measured the distance in feet other existing multi story apartment buildings around Northbrook Court are from the nearest residential property line. We could not find any existing situation where the distance was even close to 73 feet:

- Condominiums of Northbrook – 150 feet from nearest residential property line
- American Apartments – 236 feet from nearest residential property line
- The Elaine – 255 feet from nearest residential property line

A few of us attended the Northbrook Board of Trustee Meetings on April 9th and again on April 23rd. We specifically did not make any public comments during the discussion to consider the TIF structure for the Northbrook Court redevelopment. Our personal concern is not HOW the Applicant finances the redevelopment of the shopping center, but rather HOW the Applicant builds the project's residential apartment building component. As good neighbors, we want the Center to survive and be vibrant. Our complaint is the position and size of the apartment building. As presented on April 4th, the apartment building is too CLOSE and too HIGH.

Neighbor Beckett approached the Applicants after the April 23 Board Meeting to determine how progress on the changes was evolving and whether we could see the changes before the May 7 meeting. Mr Tritt noted final changes were being made and Mr Nekritz suggested we look for the changes when the Village posted the modifications on or about Friday, May 3.

Again, at this writing, we have not seen the changes to be presented on May 7 to the Plan Commission. We are likely to add further comments at this meeting; but for now, we wanted the Plan Commissioners to be aware of our efforts to seek a meaningful compromise.

While we support a redevelopment of our immediate neighbor to the north; Northbrook Court, we remain very concerned that we, as the neighbors to the south most impacted, are being asked to give up our privacy and to suffer a personal financial burden through the loss of home value so ALL residents of Northbrook and ALL the school children of the various schools districts can continue to benefit and receive funds from Northbrook Court.

Who compensates us for our losses and do we really need to start researching what legal options we may have to seek a fair compromise? We have lived with Northbrook Court to the north (at a reasonable distance) for many years. As the Center evolves into its next era, let's figure out a way to continue to co-exist!

Photo #1 Current front view of 220 Linden Rd from 95' distance



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #2 Previous view with residential building with current code



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #3 Previous view with residential building as proposed



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #4 Current view of backyard from ground floor



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #5 Previous view with residential building with current code

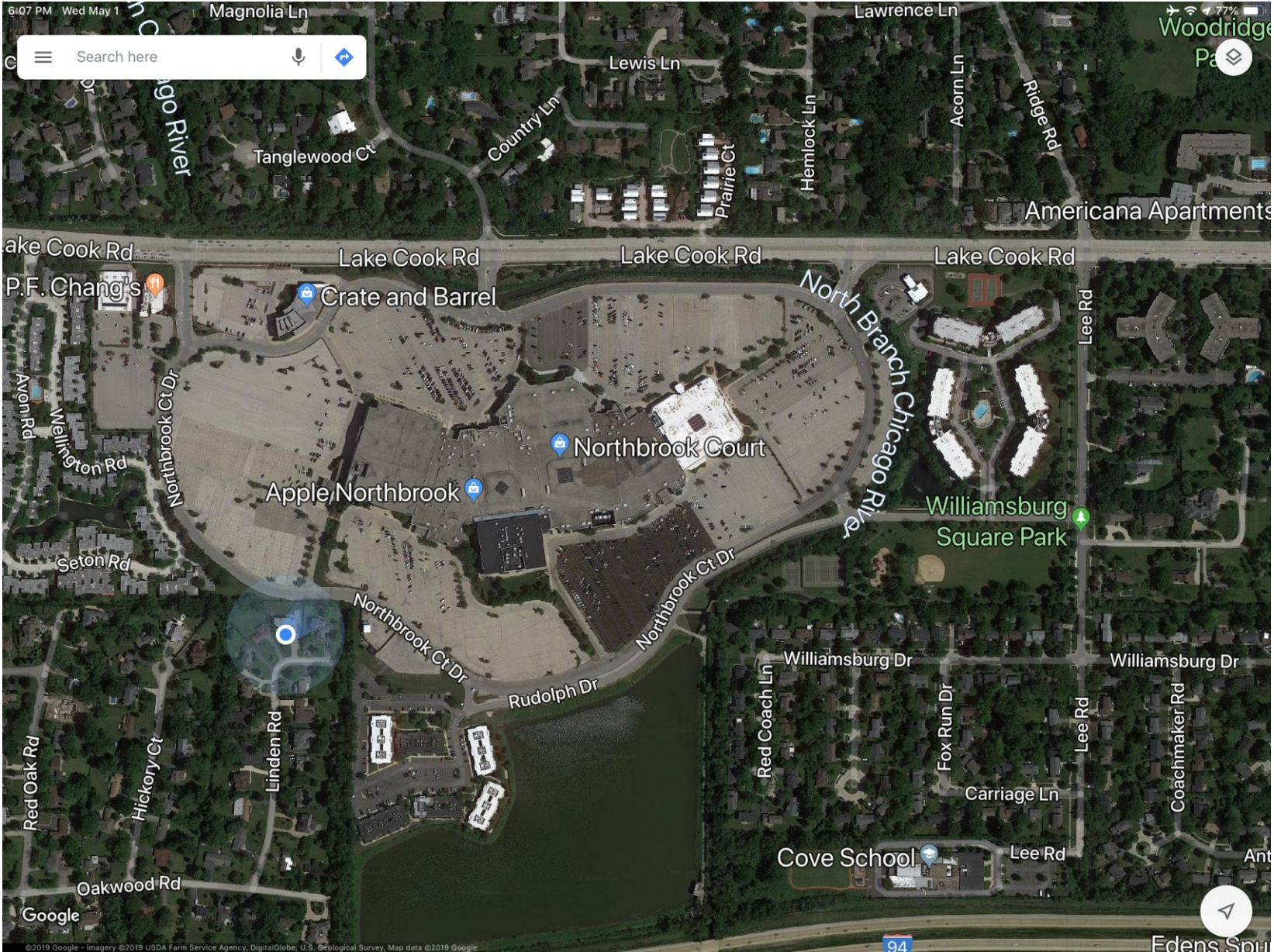


Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #6 Previous view with residential building as proposed



Photo #7 aerial view of Northbrook Court surroundings



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #8 Condominiums of Northbrook's setback (~150')

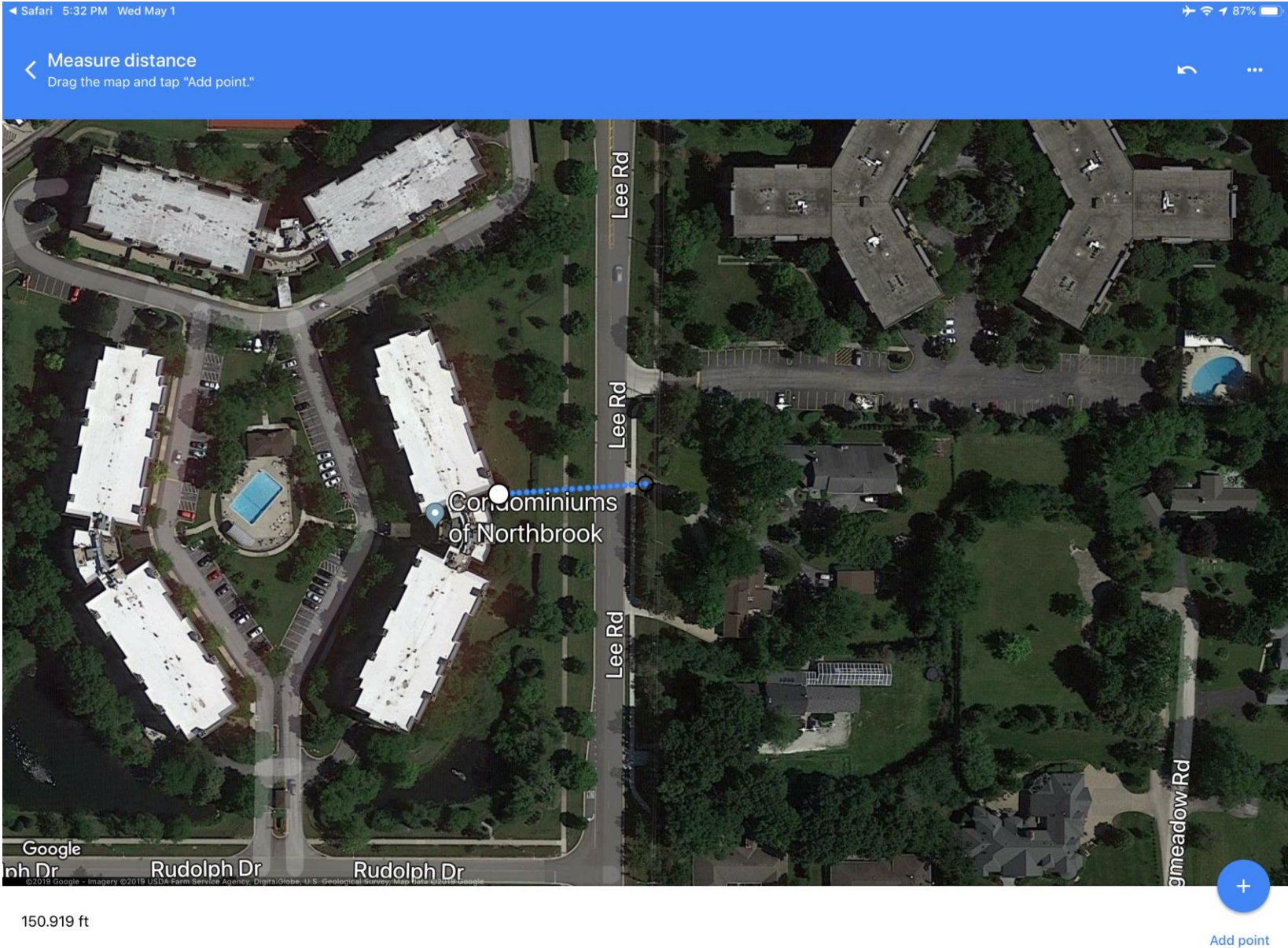
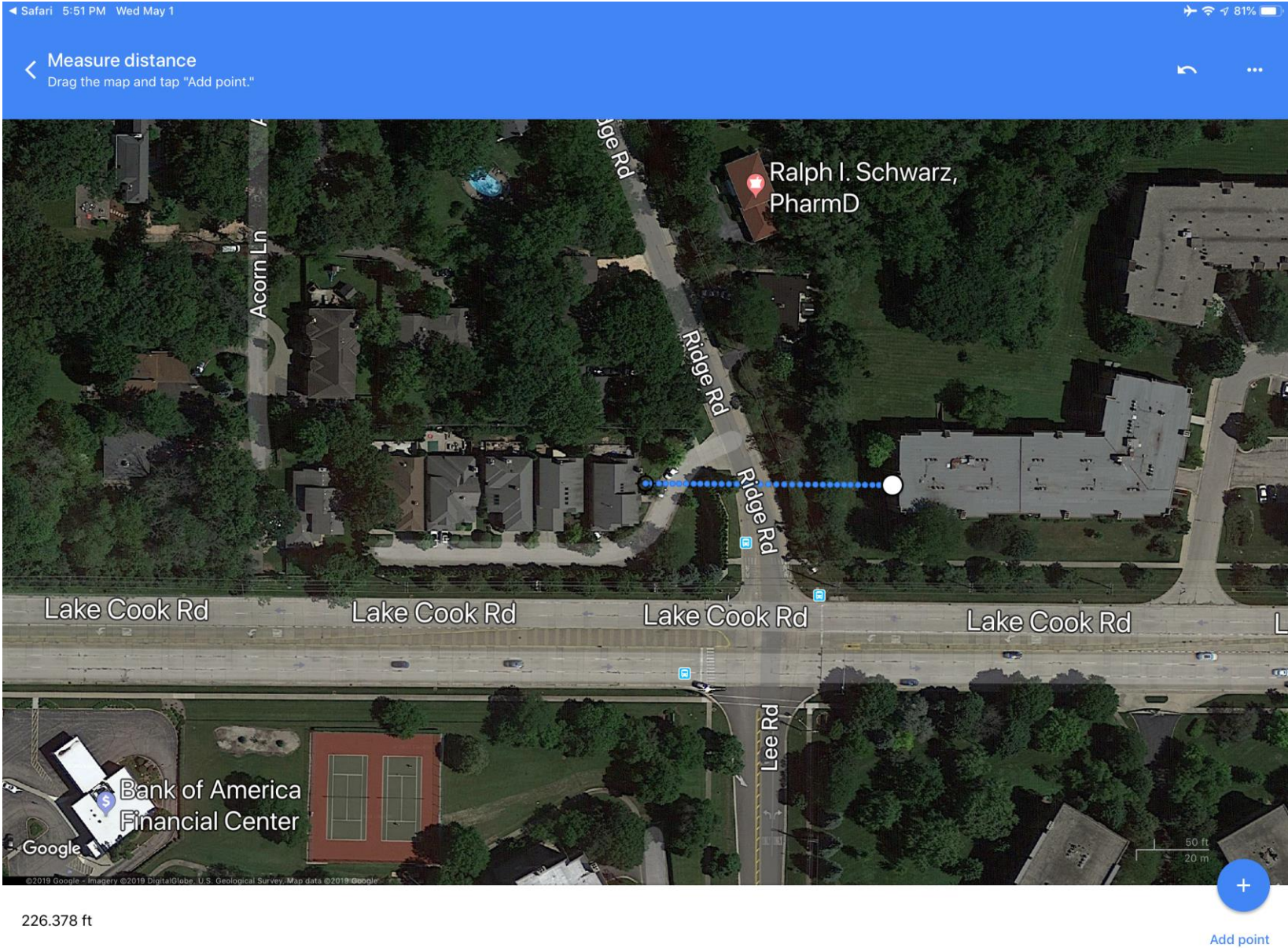
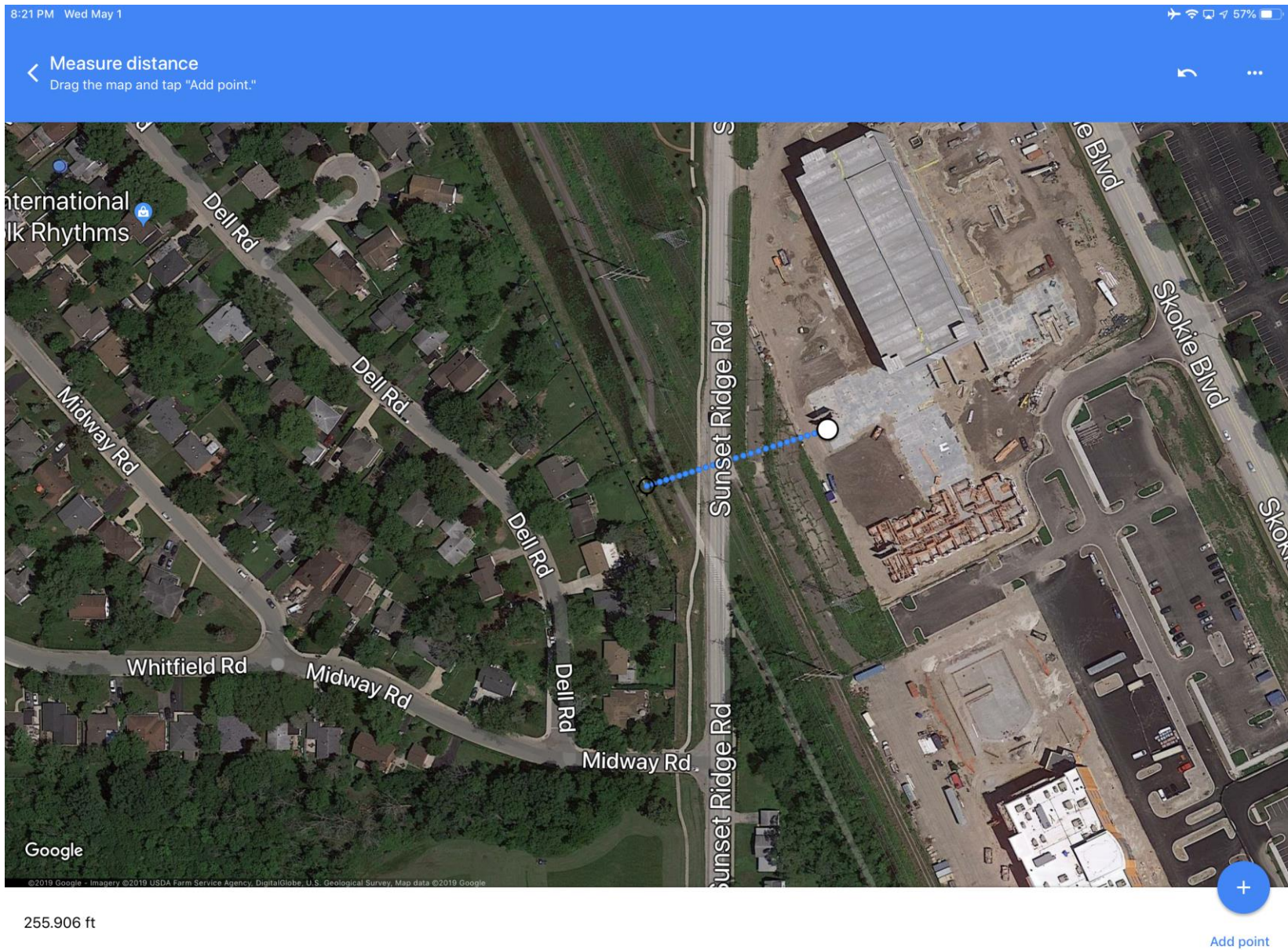


Photo #9 Americana Apartment's setback (~236')



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #10 New construction in Sunset Ridge Rd's setback (~255')



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Philip Kline <pkline@daprileproperties.com>

5/1/2019 12:30 PM

Your Property Value Question

To JCB <jcbeckett@redacted>

Hi Jim,

Thanks for giving me some time to organize my thoughts regarding the potential development of a condo complex near your home.

In my opinion, there are two phases to be considered: during construction and after completion.

First, the construction phase could make it a bit harder to sell the property.

Buyers coming through will have questions and concerns about what is being erected, and may end up not wanting to bother with the risk to future value. They may just choose another home for sale. Additionally, stepping into a back yard, especially one such as yours that is very large and meant to be a peaceful landscape, could be tarnished by the sight of cranes and such. In my opinion, a large, active construction site could be viewed as a nuisance along the lines of a busy street, trains, or airport noise. I am pretty confident that appraisers do factor in a value difference for being on a busy street, for example. Lastly, there could be dust and debris accumulating on your property that would make regular cleaning required to keep the home in showing condition.

Phase 2 is what happens after something like this is built. For now, it is probably reasonable to focus on the short term impact of values considering it wouldn't be fair to say "Hey, just hang on to your house for 15 years and it will be fine." While I'm not sure that the living spaces of a condo complex would be considered a direct comparable for the purposes of competing for buyers looking at your home, there would still likely be an impact. I can tell you that recently for my listing at 649 N Delphia in Park Ridge, I have received negative feedback multiple times that the home is too near to multi family buildings. On some level this may be a turn off to a set of buyers.

Thanks,
Phil

--

Phil Kline
d'aprile properties
REALTOR®
(847) 840-3477
www.ThePhilKlineGroup.com

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Dear Planning Commission,

We are a group of 4 homeowners (name and addresses listed below) whose property is directly south of Ring Road, with our homes and backyards looking out to Northbrook Court. When the news broke that there will be a re-development of the Macys section of the mall, we were all excited. We love Northbrook, consider it as a status symbol of living in this North Shore town wonderful neighbors and a great school district.

And then the terrible news was dropped upon us – the developers have proposed to build an 85 foot apartment building structure, 73 feet from our homes. Current code does not allow that, so the developers decided to apply for variance without any consideration of how it will affect current homes.

We are very concerned that the proximity of the apartment buildings as currently proposed, it will adversely affect us in the following manner:

- 1) Home value – this should not be surprising to anyone in this Commission. Our home values will go down, significantly down. Perhaps, we will not be able to sell our homes anymore. Currently we have an open view of the Northbrook Court, the proposed construction will have a 7 story building (5 floors plus 2 parking levels) towering at 80 feet with a setback of only 73 feet. Please visualize what we have just stated above. Residents of this building will be staring down our backyards and windows. When we look out, we will see a massive structure in the backyard. Please empathize with us, will you every want to live or buy a home in such a location?
- 2) Privacy, Safety and Noise – Privacy gone forever. Safety is compromised when you have hundreds of renters looking down directly upon us. Noise will go up significantly. All this will adversely affect our quality of life

After the last meeting, the developers were tasked with meeting the homeowners and providing relief. We have read their comments, and you can clearly see, there is no earnest intent of solving the above problems listed above. Here are some points in their responses:

- i) Applicant met with residents to discuss revised building design
 - a. There was a gathering, not a discussion. The developers showed the proposed design but did not address the fundamental issue – that they are still not willing to comply with the current code – 150 feet setback with 50 feet high structure.
 - b. The applicants deliberately omitted the fact that this “meeting” was an abject failure. Residents were upset, they brought out their concerns again, and the developers did not address it at that time, neither are they doing so in their response included in the packet today.

- ii) New Building Design
 - a. Does not address the fundamental issue of setback (150 feet setback with 50 feet height is not being followed).
 - b. Shows mature trees – this is what the structure will look after perhaps 20 years. The portrait is not an earnest portrayal of this project and should be duly rejected from this package.
- iii) Screening – by planting trees in our properties
 - a. This is laughable – the developers have not visited our property, if they had it would be clear that there is an easement and power lines overhead. This proposal is completely impractical.
 - b. Trees, even after they reach their natural height in years to come, only act as a screening between our properties, and the Ring Road/Proposed structure. It does not prevent renters in the apartment buildings to look down on our property, nor does it shield our view of the imposing 80 feet proposed structure.
- iv) Project is not financially feasible if the apartment building is located somewhere else or by following the code of 150 feet setback with 55 feet height.
 - a. This evaluation of a project for financial feasibility is made at the time the property is purchased based upon the current zoning. If the developer did not evaluate this accurately at that time, it is their mistake. This mistake will affect them adversely and it should.
 - b. The developer should not come to the Planning commission to ask for relief because of their mistakes.
 - c. We believe that the developers paid a fair value based upon the zoning, and now wants to request a deviation of the zoning for greater profits.
 - d. As the Planning commission, you have fiduciary and moral responsibility for the homeowners whose lives and financial value of their properties will be permanently affected!!!

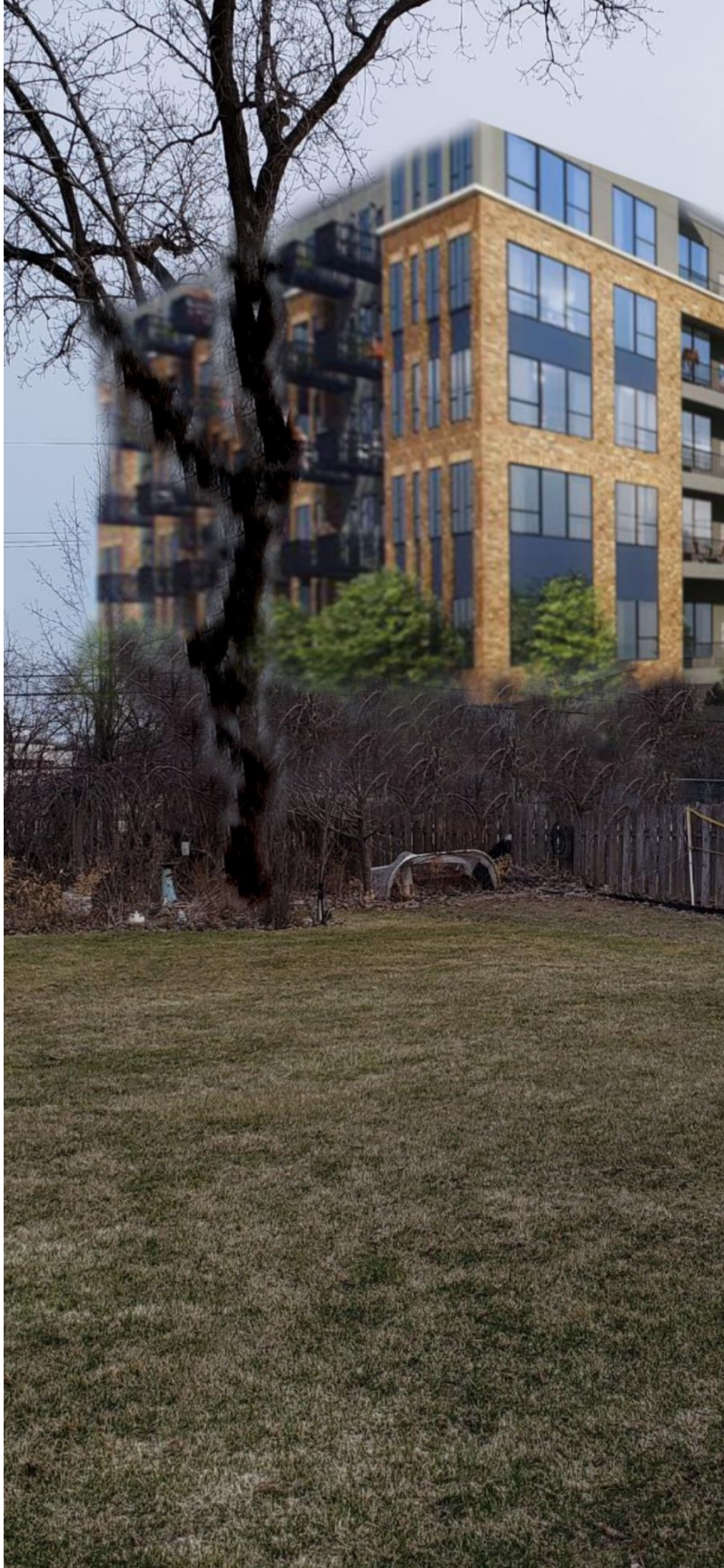
Below is a picture showing our 4 homes discussed in this letter. This is in scale taken from Google Earth. Adjacent to backyards is the Ring Road, followed by parking lot, and then the Macys structure. The Macys structure is currently 400 feet and 55 feet high. Following the current zoning code, the apartment building will be 150 feet away and 55 feet high.

Now imagine the variance that the developer is requesting. 73 feet away and 80 feet high. That will make the buildings start near the north side of Ring Road. Please empathize and realize what this will do to our home values, ability to even sell the house, safety, privacy and noise levels. Please DO NOT comply with the developers request, you will be destorying our way of life.

Current view



Views after the Apartment complex construction







What we propose:

- 1) Move the apartment structure somewhere else, so it does not affect our homes
- 2) Follow the zoning code – as much as we want an open space in our backyards, we are lawful citizens and would accept the building be 150 feet away and 55 feet tall.
- 3) Order developers to offer financial relief to the affected homes, our values will be permanently lowered.

Obaid and Rubina Chhatriwala

214 Linden Road

Maximino Caballero and Inmaculada Gomez

220 Linden Road

Jimmy Shen

226 Linden Road

Jim Beckett and Marian

232 Linden Road

Dear Planning Commission,

We are the owners of 220 Linden Rd, one of the Glenbrook Countryside residences heavily impacted by the multi-family residential buildings proposed by the Applicants (see photo #1 below).

We are originally from Spain but residents in the USA for 11 years. In our country, on the sixties or seventies, and due to the lack of clear regulation, enforcement of the existing regulation or simply due to corruption, it was relatively usual to find out that some developer was constructing a tall building in a place where should not be. We never thought that in the 21st century and in the most developed country of the world, we'd face the threat of having an 80 feet tall building almost literally on our backyard (see photo #2 below)

As property owners, we welcome any type of revitalization effort in this commercial area. However, we are extremely concerned about certain aspects of this projects. As many of you, we have our personal opinion about the possibility of success of a 70,000 sqf grocery store in this area, or if the residential buildings should be placed in a different location. But those are just personal opinions. It is not our area of expertise and, honestly, it is the Applicant's business. Our biggest concern is related to the current location and design of the residential buildings. They simply cannot be built in the proposed location and with the current design. 80 feet tall and 73 feet set back is definitively not acceptable for us, for many reasons:

- The first one is safety: we'd have 315 renter families, around 1,000 people in total, with a significant percentage of them looking directly at our windows from 73 feet of distance from our property. They'd have perfect sight of any movement inside our house and when the house is occupied or empty. Not to mention the incremental traffic flow in the area, not only from the residential buildings but also from the grocery store.
- Second reason is privacy: A five story building almost literally in our backyard it is a true invasion of privacy. In the photo #3 you can see a perspective of our house from that distance.
The only "solution" that the Applicants proposed to solve this issue was to plant some trees in our property. This option is not feasible. A storm water retention area and a power line make impossible to plant them in the suggested location. They would need to be planted ~20 feet closer to the house, which would reduce drastically the backyard (see photo #4). Totally unacceptable. Not to mention than the trees would never solve the privacy issue, due to the height of the buildings.
- Third reason is noise, which we believe does not need further explanation, given the amount of people and traffic at such a short distance
- Last but not least, is the impact that this development will have in the market value of our property. There are many article and papers that details how commercial and residential developments impact the value of the surrounding properties. We'd be more than happy to share some of them. We also have a memo from an independent professional explaining this impact in our property. The impact can be huge when development is so close to the property.

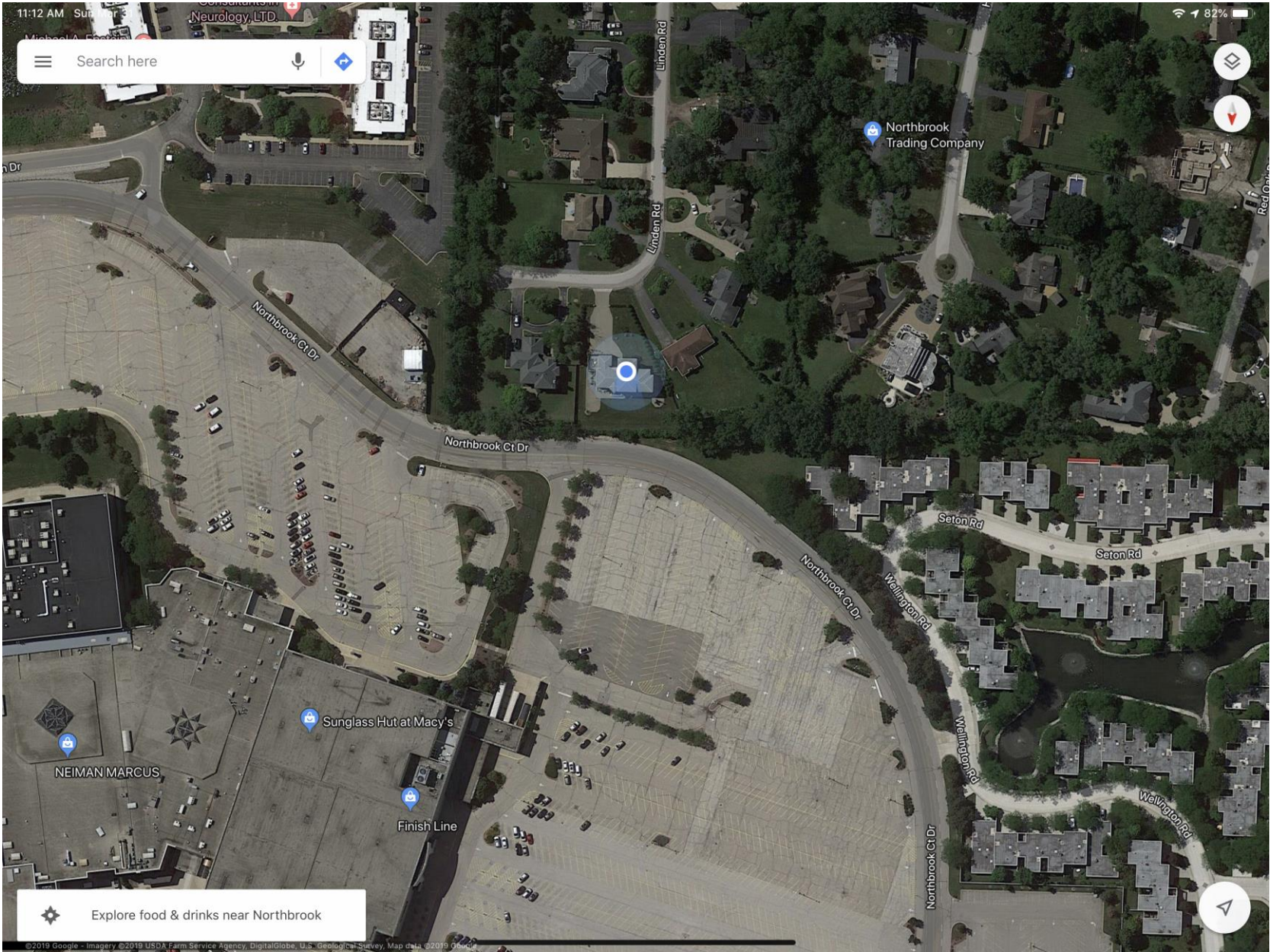
Allow us to finish with a couple of images that we believe are self-explanatory. The first one (photo #5) is the current view from one of our windows in the ground floor of our house. The second one (photo #6) is what we'd see if the project is built as designed. Just think if you'd like to live in our place. We don't...

Maximino Caballero Ledo

Inmaculada Gomez Grau

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Photo #1 – Property location



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #2 – Distance from residential buildings to property



Photo #3 – View of property from proposed buildings location



Photo #4 – Strom water retention and power line



Photo #5 – CURRENT view from property ground floor’s window



Photo #6 – FUTURE view from property ground floor’s window



Evaluation Property, single-family home.

Address: 220 linden rd. Northbrook. 60062 IL.

(Glenbrook Countryside)

Regarding NORTHBROOK COURT CONSTRUCTION and the negative effect it would have on the Caballero's Family Home PROPERTY VALUE.

The proposal of the **multi-family residential complex development** is a high FIVE LEVEL APARTMENTS on TOP OF TWO LEVEL of structured PARKING that is going to be **approximately 80 feet tall**. The overall structure **setback approximately 73 feet** from the south property line adjacent to the ring road circulating around the center.

The building has 315 units (studios, 1 bed, 2 bed, 3 bed apartments) and 434 indoor parking spaces for an **expected capacity of housing 1,000 people**. The common areas in this 500,000 square foot structure will include an outdoor pool, terrace with fire pits and grilling stations, dog run ...

This multi-family project affects directly the Caballero's Family Home property by decreasing its market value for these reasons:

1. Safety.

This contemporary architecture house has been designed with many windows around the building opening to the backyard. There are 39 windows in total including the large windows that cover the 3 floors stairs that bring character to the house. In the upper level, there is a big terrace with a sitting area and a fire pit. This brings lots of light to the house but also gives privacy due to the location where it is set up with no close neighbors with direct views to the house.

Due to the new complex development proximity (73 feet) there will be a large amount of people living very close to the house with very easy access, through their own apartment windows, to watch the backyard of our house but most importantly the inside of the house. This, therefore removes all the privacy that this house was designed for.

The single-family address on 220 Linden road is tucked into a dead- end street which typically have higher demand than other houses on more frequently used roadways. The reason is because dead-end street has less traffic and therefore these houses are much safer for children when they play outside.

Safety is one of the principal concerns for any potential buyer. In this particular scenario, the loss in value that this new multi-family residential complex will have in our single-family home will be very high due to the loss of complete privacy and therefore loss of the safety that this house currently has. This will result in a high impact to the depreciation value that this particular single-family house will have in the market.

2. Privacy.

As mentioned on the previous section, this new complex will completely remove the privacy that this home was specially designed and built for. The open windows give visibility to the interior of the house and due to the proximity and height of this new multi-family complex, the new families will have complete visibility to the backyard and the interior of this single-family home, resulting in a complete invasion of the privacy.

3. Tranquility.

This multi-family residential complex plans to bring around 1000 people to the neighborhood. As a result, this will bring larger noise levels and larger traffic levels that our neighborhood currently does not have. In particular, this will have a large impact to our single-family home as we will have this entire complex with swimming pools, fire pits, dog runs and 1,000 people only at 73 feet distance. This is a very big concern for any potential buyer, as high noise levels and traffic are among the most common factors that scare potential homebuyers away. This will adversely affect the value of the single-home property.

Building a Multi-family residential apartment complex 80 feet tall and 73 feet from the rear yard of the suburban single-family address in 220 Linden rd. will affect very seriously the PROPERTY VALUE of Caballero's HOME.

It is difficult to estimate the perfect percentage of the value depreciation of this house but, in my professional opinion, this house can lose between 20% - 40% of its current value when it will back up to this rental project.. In addition, the selling process in this scenario is going to double , or more than double the efforts and time that this house would have otherwise.

The consumers usually don't like traffic pattern adjacent to their backyards, nor do they like a constant change that rentals bring.

I believe this proposal would bring a huge disadvantage to Mr. and Mrs. Caballero property value.


They specifically chose this gorgeous home in June 2015 because of its design, privacy, tranquility and location. 4 years later they have been hit by this proposal who caused them pain, sleepless nights and loss of possible huge amount of equity .

Respectfully,

Irit Jacobson.

Broker Associate

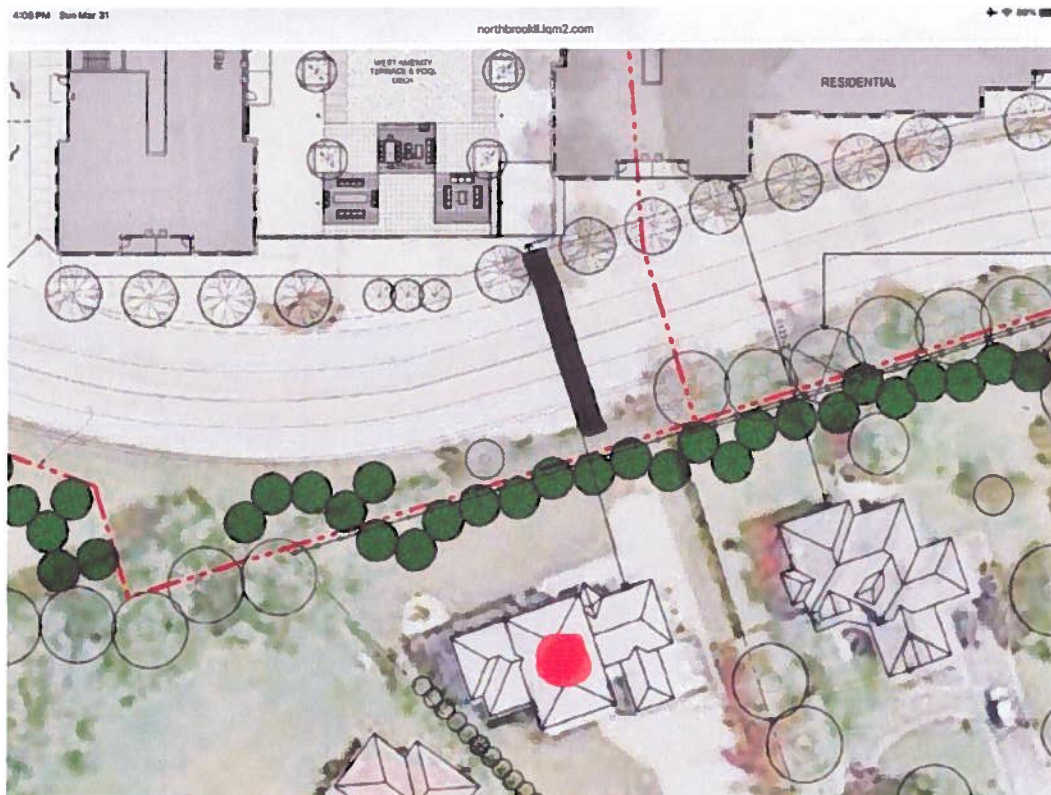
Coldwell Banker



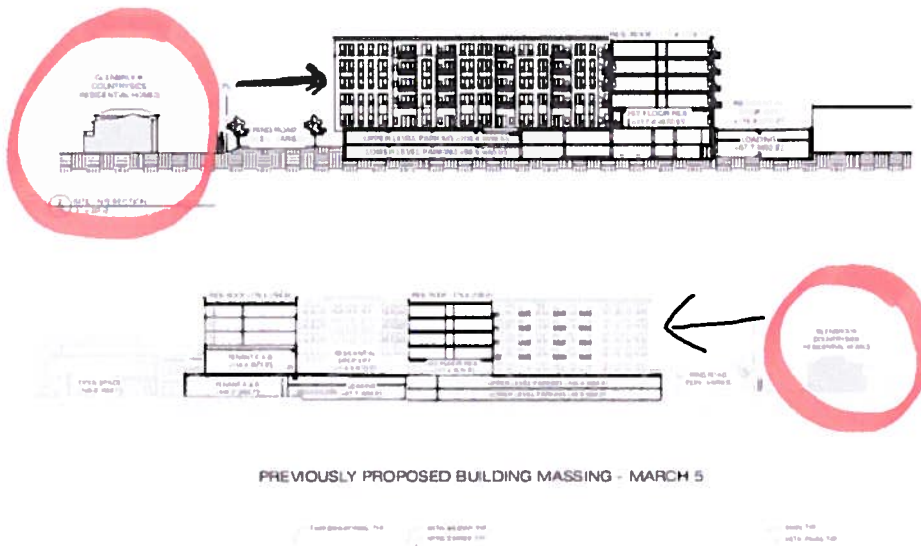
Appendix 1. Single-Family Home owned by the Caballero Family



Appendix 2. Illustration of the distance between the single-family home and the new multi-family complex



6.1.a



Appendix 3. Distance between the single-family home and the multi-family complex building





Poupard, Tom

From: james park <[REDACTED]>
Sent: Tuesday, May 7, 2019 4:27 PM
To: Poupard, Tom
Subject: James park Regarding Zoning relief matter of apartment building

To whom it may concern;

My name is James Jong Nam Park. I'm a resident at 321 Hickory Ct in the Glenbrook Countryside Community. I know that there will be a meeting regarding zoning relief matter of apartment building at Northbrook villiage hall 1225 Cedar Lane, 7pm this evening. I cannot participate the meeting so I'm sending this email to be a part of the meeting.

I clearly oppose to zoning change to build a bigger apartment next to my house. I moved to this community 2 years ago because I like the current environment. I do not agree to change zoning because I know that this can cause my property value to decrease too. Please let me know if you need more info, you may reach me at 847-[REDACTED]. Thank you.

Sincerely,
James Jong Nam Park
321 Hickory Ct
Northbrook, IL 60062

WARNING- EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments. **Never** give out your user ID or password.

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

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Address: 220 linden rd. Northbrook. 60062 IL.
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Respectfully,

Irit Jacobson.

Broker Associate

Coldwell Banker



Philip Kline <pkline@daprileproperties.com>

5/1/2019 12:30 PM

Your Property Value Question

To JCB <jcbeckett@redacted>

Hi Jim,

Thanks for giving me some time to organize my thoughts regarding the potential development of a condo complex near your home.

In my opinion, there are two phases to be considered: during construction and after completion.

First, the construction phase could make it a bit harder to sell the property.

Buyers coming through will have questions and concerns about what is being erected, and may end up not wanting to bother with the risk to future value. They may just choose another home for sale. Additionally, stepping into a back yard, especially one such as yours that is very large and meant to be a peaceful landscape, could be tarnished by the sight of cranes and such. In my opinion, a large, active construction site could be viewed as a nuisance along the lines of a busy street, trains, or airport noise. I am pretty confident that appraisers do factor in a value difference for being on a busy street, for example. Lastly, there could be dust and debris accumulating on your property that would make regular cleaning required to keep the home in showing condition.

Phase 2 is what happens after something like this is built. For now, it is probably reasonable to focus on the short term impact of values considering it wouldn't be fair to say "Hey, just hang on to your house for 15 years and it will be fine." While I'm not sure that the living spaces of a condo complex would be considered a direct comparable for the purposes of competing for buyers looking at your home, there would still likely be an impact. I can tell you that recently for my listing at 649 N Delphia in Park Ridge, I have received negative feedback multiple times that the home is too near to multi family buildings. On some level this may be a turn off to a set of buyers.

Thanks,
Phil

Phil Kline
d'aprile properties
REALTOR®
(847) 840-3477
www.ThePhilKlineGroup.com

Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Photo#1 View with residential building with current code



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo#2 View with residential building as proposed



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo #3 View of residential building with current code



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo#4 View with residential building as proposed

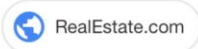


Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

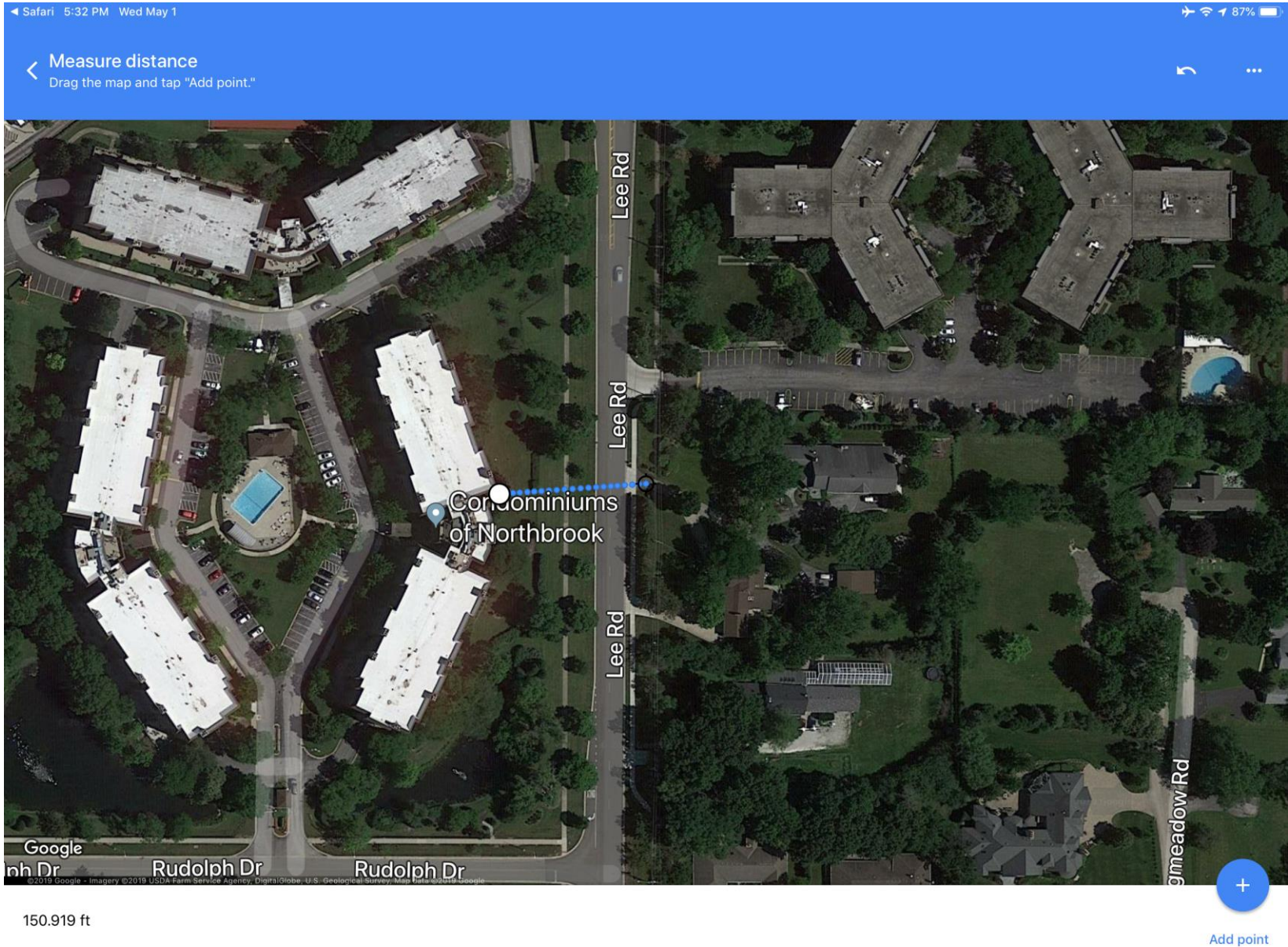
Condominiums and apartments in Northbrook and surroundings

Building	Address	type	nearest residential propriety line	number of floors
Las Salceda Del Norte	2125 Valencia Dr, Northbrook, IL 60062	condominium complex	aprox 101.8	4
Pheasant Creek Dr& Spring Hill Dr.,	1006 Spring Hill Dr, Northbrook, IL 60062	condominium complex	surrounded by townhouses	4
Bishops Gate	3252 Sanders Rd, Northbrook, IL 60062	condominium and rental complex	aprox 131.2	3
Citadel condominiums	1455 Shermer Rd, Northbrook, IL 60062	condominium and rental complex	surrounded by 3 floors buildings	5
Normandy Hill	3900 - 4000 Dundee, Northbrook, IL 60062	condominium complex	aprox 108.3	3
Condominiums of Northbrook	1220 Rudolph Dr, Northbrook, IL 60062	condominium complex	aprox 150,9	5
3 The court of Harborside	3 Harborside Dr, Northbrook, IL 60062	condominium complex	surrounded by townhouses	5
Northbrook country	1125 Lake cook Rd, Northbrook, IL 60062	condominium complex, built 1979	built 1994 nearest house aprox 82.02	5
Northbrook Pointe	101 Pointe Dr, Northbrook, IL 60062	condominium and rental complex	aprox 209	5
Salen Walk Apartments	3448 Salen Walk, Northbrook, IL 60062	condominium and rental complex	aprox 72.2	3
Shermer Place	1739 Tudor Line, Northbrook, IL 60062	condominium and rental complex	aprox 223.04	4
Americana Apartments	1755 Lake Cook Rd, Highland Park.	rental apartments	aprox 226	4
TGM NorthShore	770 Skokie Blvd, Northbrook, IL 60062	rental luxury apartments	aprox 0.17mi	9
The Elaine	1000 Skokie Blvd, Northbrook, IL 60062	rental luxury apartments	aprox 255	5
ALMI Deerfield	1525 Lake Cook Rd, Deerfield, IL 60015	rental luxury apartments	aprox 259	4

Photo#5 View of Condominiums of Northbrook



Photo#6 Distance of Condominiums of Northbrook to closest single family house



Attachment: 1515 Lake Cook - Public Correspondence (4906 : PCD-18-16: Northbrook

Photo#7 View of TGM NorthShore (Mariano's)



APPROVED

RESOLUTION NO. 19-PC-__ VILLAGE OF NORTHBROOK PLAN COMMISSION DOCKET NO. PCD-18-16 (1515 LAKE COOK ROAD – NORTHBROOK COURT REDEVELOPMENT)

WHEREAS, an application has been filed by Northbrook Anchor Acquisition, LLC (the “*Applicant*”) along with Westcoast Estates (the “*Owner*”) as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road (the “*Subject Property*”), and

WHEREAS, the Applicant has filed an application (Docket No. PCD-18-16) with the Village of Northbrook requesting:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80’ (application amended to delete prior mention of 5 stories, whichever is less);
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150’ to 100’ (application amended from prior request of 73’-3”);
- j) Approval of Tentative Plat of Subdivision (application amended from prior request for final plat approval); and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

WHEREAS, the Subject Property is designated as appropriate for Major Retail uses in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on February 14, 2019 in the *Northbrook Star* and the public hearing was held at the Plan Commission’s regular meetings on March 5, April 4, and May 7, 2019; and

WHEREAS, the Applicant has submitted evidence that a sign was properly posted on the Subject Property, indicating the time and date of the Commission hearings, and that all property owners within 250 feet of the Subject Property were notified of the Commission hearing by certified mail; and

Resolution No. 19-PC-05**Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment**

WHEREAS, during the course of the Plan Commission’s review of Docket No. PCD-18-16, a series of modifications were made to the plans which modified the request, resulting in a request to reduce the requested rear setback from 150’ to 100’ (not 73’-3” as originally requested), and to only seek approval of tentative plat of subdivision at this time (not final plat as originally requested); and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, the following:

1. Village of Northbrook Plan Commission Application form & attachments received November 27, 2018, and all subsequent additions and revisions to these application materials and attachments.
2. All written and oral testimony concerning the application.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Northbrook, Cook County, Illinois, THAT:

1. Findings:

- A. Comprehensive Plan Compliance. The Northbrook Plan Commission does hereby find that with respect to Docket No. PCD-18-16A, the request to amend the Comprehensive Plan to change the designation of the Subject Property from Major Retail to Mixed Uses to accommodate the redevelopment of a mixed use project **is appropriate and is in general compliance** with the standards for approval of such requests as established in the Northbrook Zoning Code.
- B. Zoning Code Text Amendments. With respect to Docket No. PCD-18-16B/C/D/E/F, the Plan Commission hereby finds that the Applicant’s request to amend: (1) Section 5-109 B concerning reference to the Site Plan for Northbrook Court, (2) Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District, (3) Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District, (4) Section 5-110 to increase the maximum allowed Height in the C-4 District to 80’, and (5) Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage, **meets** the standards in Subsection 11-601E of the Zoning Code for amending said Code.
- C. Special Permit. With respect to Docket No. PCD-18-16G, the Plan Commission hereby finds that the Special Permit standards established in Paragraph 11-602 E1 of the Zoning Code, for the proposed uses of the Subject Property in order to authorize More Than One Principal Structure (the “**Redevelopment**”) on the Subject Property are satisfied as follows:
 - 1) The Redevelopment will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the C-4 Regional Shopping District were adopted, and with the general purpose and intent of the Official Comprehensive Plan.
 - 2) The Redevelopment will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.
 - 3) The Redevelopment will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property.
 - 4) The Redevelopment will be served adequately by essential public facilities and services.
 - 5) The Redevelopment will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

Resolution No. 19-PC-05**Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment**

- 6) The Redevelopment will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.
 - 7) The Redevelopment complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such use.
- D. Special Permit. With respect to Docket No. PCD-18-16H, the Plan Commission hereby finds that the Special Permit standards established in Paragraph 11-602 E1 of the Zoning Code, for the proposed uses of the Subject Property in order to authorize Multi-Family Residential housing (the “**Multi-Family Residential**”) on the Subject Property are satisfied as follows:
- 1) The Multi-Family Residential will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the C-4 Regional Shopping District were adopted, and with the general purpose and intent of the Official Comprehensive Plan.
 - 2) The Multi-Family Residential will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.
 - 3) The Multi-Family Residential will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property.
 - 4) The Multi-Family Residential will be served adequately by essential public facilities and services.
 - 5) The Multi-Family Residential will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
 - 6) The Multi-Family Residential will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.
 - 7) The Multi-Family Residential complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such use.
- C. Setback Variation. With respect to Docket No. PCD-18-16I, , the Plan Commission does hereby find that the request to reduce the required rear setback from 150’ to 100’ to accommodate the Redevelopment **meets** the standards for variations established in subsection 11-503F of the Zoning Code.
- D. Tentative Plat of Subdivision. With respect to Docket No. PCD-18-16J, a request for tentative plat approval for a subdivision of the Subject Property, the Plan Commission hereby finds that the requested tentative plat satisfies the criteria established in Article II of the Village of Northbrook Subdivision and Development Code for approval of a 5 Lot subdivision in the proposed C-4 District, as is proposed to be created.
- E. Other Relief Necessary. With respect to Docket No. PCD-18-16K, the Plan Commission hereby finds that the Special Permit standards established in Paragraph 11-602 E1 of the Zoning Code, for the proposed uses of the Subject Property in order to authorize a Building in Excess of 55’, but not to Exceed 80’ (the “**Residential Building**”) on the Subject Property are satisfied as follows:
- 1) The Residential Building will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the C-4 Regional Shopping District were adopted, and with the general purpose and intent of the Official Comprehensive Plan.

Resolution No. 19-PC-05**Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment**

- 2) The Residential Building will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.
 - 3) The Residential Building will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property.
 - 4) The Residential Building will be served adequately by essential public facilities and services.
 - 5) The Residential Building will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
 - 6) The Residential Building will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.
 - 7) The Residential Building complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such use.
2. **Recommendations:** The Northbrook Plan Commission does hereby recommend to the President and Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-18-16A/B/C/D/E/F/G/H/I/J/K based on the findings established herein, subject to the following conditions:
- A. **Comprehensive Plan Amendment.** The Comprehensive Plan shall be amended to designate the Subject Property as appropriate for Mixed Use uses.
 - B. **Zoning Code Text Amendments.** The Northbrook Zoning Code shall be amended in substantially the form as set forth in ***Exhibit A*** to this resolution.
 - C. **Special Permits.** Special Permits shall be granted for: (1) More Than One Principal Structure on a Single Zoning Lot, (2) Multi-Family Residential, and (3) a Building in Excess of 55', but not to exceed 80' in height, and such special permits shall not be transferable without formal approval by the Village Board of Trustees.
 - D. **Setback Variation.** A variation shall be granted to reduce the required rear setback from 150' to 100' to accommodate the proposed residential structure.
 - E. **Tentative Plat Approval.** The Tentative Subdivision Plat for the Subject Property, prepared by V3 Engineers, with the most recent revision date of May 2, 2019, and consisting of 7 sheets shall be approved.
 - F. **Conditions.** The relief recommended above shall be conditioned upon the satisfaction of the following recommended conditions:
 1. **Site Plans.** The proposed redevelopment shall be in substantial compliance with the site plan prepared by Omniplan Architects, with a most recent revision date of May 14, 2019 consisting of 1 sheet, which is attached to this resolution as ***Exhibit B***; and the Northbrook Court Mall Property Site Plan, prepared by Omniplan Architects, with a most recent revision date of May 15, 2019, consisting of 1 sheet, which is attached to this resolution as ***Exhibit C***.
 2. **Elevations.** The proposed residential structure shall be constructed in substantial compliance with the elevations prepared by Omniplan Architects with a most recent revision date of April 19, 2019 consisting of 2 pages attached to this resolution as ***Exhibit D***.

Resolution No. 19-PC-05**Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment**

3. Compliance with all Village Codes & Regulations. Other than the specific relief recommended by this resolution, the proposed redevelopment shall be required to meet all Village codes and regulations, including but not limited to the Zoning Code, the Village of Northbrook Subdivision and Development Code (1988), as amended, the Standards and Specifications for Public and Private Improvements Manual (2000), as amended, and all building, fire, and life-safety code requirements.
4. Number of Residential Units. The maximum number of dwellings within the proposed Residential Building shall not exceed 315 units.
5. Residential Parking. The parking structure associated with the Residential Building shall contain a minimum of 432 parking spaces.
6. Architectural Control Commission Review. The Application shall return to the Architectural Control Commission for review of the proposed Grocery Store building and any free-standing restaurant buildings when the proposed building designs are developed, prior to building permit application.

ADOPTED THIS 21st day of May 2019.

AYES: (5) DeBartolo, Elisco, Pepoon, Sandler, Franklin

NAYS: (2) Melnick, Lawrence

ABSENT: (1) Jacobs

ABSTAIN: (0)

/s/ Marcia Franklin
 Marcia Franklin, Chairman
 Northbrook Plan Commission

ATTEST:

/s/ Thomas R. Poupard
 Director of Development and Planning Services

Resolution No. 19-PC-05

Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment

EXHIBIT A**Zoning Code Text Amendments**AMENDMENT TO SECTION 5-101

[Added text **bold and double underlined**; deleted text ~~struck through~~]

Five zoning districts are provided for commercial uses and two zoning districts are provided in Article VIII of this Code for commercial uses that are complementary to multiple family residential uses. When taken together, these districts are intended to permit development of property for the full range of commercial uses needed to serve the citizens of Northbrook and surrounding areas in a suburban setting.

The districts, while distinct, permit a harmonious spectrum of suburban shopping and service opportunities, ranging from the low intensity, smaller shop-like atmosphere of the specialty commercial district (C-1), through the regional and boulevard business districts which provide greater intensity and more regional appeal (C-4, C-5). The intervening districts (C-2, C-3) function as limited intensity commercial zones intended to accommodate local shopping needs. The Multiple Family Residential and Commercial District (MFRC) and the Residential and Limited Commercial District (RLC) permit multiple family residential uses with commercial uses complementary and appropriate to surrounding uses in the areas where these districts are located.

Specifically, the C-1 Specialty Commercial District is intended to provide for small shops, stores and boutiques in the older areas of the Village adjacent to the central business areas where it is possible to retain the residential character and appearance of the Village and at the same time promote business activity. The regulations are designed to encourage the retention and renovation of sound existing structures and to ensure that the business uses remain compatible with the residential uses while permitting the area to maintain a distinctive character.

The C-2 Neighborhood Commercial District is intended to serve the day-to-day shopping and consumer service needs of the low-density residential neighborhoods of the Village and is characterized by individual businesses and community shopping centers.

The C-3 Central Business District is intended to serve the entire Northbrook suburban community with a wider variety of retail and service uses.

The C-4 Regional Shopping District is intended to provide a location for a ~~major retail center~~ **mixed uses** available to persons living in the metropolitan area surrounding the Village of Northbrook. The regulations are designed to encourage a broad range of **dense multi-family residential, entertainment, recreational uses**, fashionable retail and compatible service uses appropriate for such a center.

The C-5 Boulevard Commercial District is intended to provide a location for entertainment, recreation, and restaurant uses in an area along Skokie Boulevard surrounded by major road systems and isolated from residential uses. This district is also intended to be compatible with the Office Districts along Skokie Boulevard.

Resolution No. 19-PC-05

Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment

AMENDMENT TO SUBSECTIONS 5-102 E, 5-102 G, and 5-102 H[Added text **bold and double underlined**; deleted text ~~struck through~~]

COMMERCIAL DISTRICTS USE LIST						
VILLAGE SIC CODE	DESCRIPTIVE TEXT	C-1	C-2	C-3	C-4	C-5
E.	<u>RETAIL TRADE</u>					
5510.01	Motor Vehicle Dealers (New & Used), But Not Open Sales Lots				<u>P</u>	P
G.	<u>SERVICES</u>					
7000.01	Hotels, Except Residential				<u>S</u>	S
7389.01	Business Services, Not Elsewhere Classified		P	P	<u>P</u>	
7514.00	Passenger Car Rental				<u>S</u>	C, S
7930.00	Bowling Centers				<u>P</u>	S
7999.01	Amusement And Recreation Services, Not Elsewhere Classified		C, S	C, S	<u>C, S</u>	C, S
8351.00	Child Day Care Services	S	S	S	<u>S</u>	S
H.	<u>MISCELLANEOUS</u>					
<u>9864.00</u>	<u>Multiple Family Dwelling Units</u>				<u>S</u>	
<u>9870.00</u>	<u>Home Occupations Subject to Section 9-102</u>				<u>P</u>	
<u>9971.03</u>	<u>Building height in excess of the maximum permitted in the C-4 District, but not in excess of 80 feet</u>				<u>S</u>	

Resolution No. 19-PC-05

Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment

AMENDMENT TO SUBSECTION 5-105 C[Added text **bold and double underlined**; deleted text ~~struck through~~]

SPECIFIC APPROVAL CRITERIA FOR CONDITIONAL USES AND SPECIAL PERMIT USES	
VILLAGE SIC CODE	DESCRIPTIVE TEXT
C.	<u>SERVICES</u>
7910.00	<u>Dance Studios, Schools And Halls in the C-2, C-3, C-4, and C-5 Districts</u> 1. The proposed use shall have a gross floor area no greater than 2500 square feet. If the gross floor area is greater than 2500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts.</u> 2. <u>In the C-4 District, the proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet in the C-4 District, the proposed use shall require a special permit.</u>
7991.00 7997.00	<u>Physical Fitness Facilities and Membership Sports & Recreation Clubs in the C-2, C-3, C-4, and C-5 Districts</u> 1. The proposed use shall have a gross floor area no greater than 2500 square feet. If the gross floor area is greater than 2500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts.</u> 2. <u>In the C-4 District, the proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet in the C-4 District, the proposed use shall require a special permit.</u>
7999.01	<u>Amusement and Recreation Services, Not Elsewhere Classified, in the C-2, C-3, and C-5 Districts</u> 1. The proposed use shall have a gross floor area no greater than 2500 square feet. If the gross floor area is greater than 2500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts.</u> 2. <u>In the C-4 District, the proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet in the C-4 District, the proposed use shall require a special permit.</u>

Resolution No. 19-PC-05

Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment

AMENDMENT TO PARAGRAPH 5-109 B1

[Added text **bold and double underlined**; deleted text ~~struck through~~]

1. Northbrook Court Shopping Center. The property commonly known as the "Northbrook Court Shopping Center," described in Ordinance No. 2019-[REDACTED], passed and approved by the Village Board of Trustees on May 28, 2019, as the same may be amended from time to time, (the "***Northbrook Court Master Site Plan and Operations Ordinance***"), shall be subject to the C-4 Regional Shopping District regulations and the development and operations regulations set forth in the Northbrook Court Master Site Plan and Operations Ordinance ("***Northbrook Court Development Regulations***"). In the event of a conflict between the C-4 Regional Shopping District regulations and the Northbrook Court Development Regulations, the Northbrook Court Development Regulations shall control. The Northbrook Master Site Plan and Operations Ordinance, as the same may be amended from time to time, shall be, and is hereby, incorporated by this reference into this Code.

AMENDMENT TO SUBSECTIONS 5-110 E4 (b)

[Added text **bold and double underlined**; deleted text ~~struck through~~]

4. Transitional Setbacks in C-2 and C-4 Districts Abutting Residential Districts. Notwithstanding any other provisions of this Section, the following shall be setback from the nearest residential property line a distance equal to at least 50 feet plus an additional five feet for every foot of height of such building, or the Table requirement, whichever is greater:
- a) every portion of every building in the C-2 District that is located within the following geographic area: north of Shermer Road, south of Lincoln Avenue, east of Meadow Road and west of Angle Avenue; and
 - b) every portion of every **non-residential** building in the C-4 District that exceeds 35 feet in height.

Resolution No. 19-PC-05**Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment**AMENDMENT TO SUBSECTIONS 9-104C3 (i)[Added text **bold and double underlined**; deleted text ~~struck through~~]

- i) Space Dimensions. Each off-street parking space, excluding its associated circulation aisle, shall have the following minimum dimensions, in feet:

ICS, I-1, I-2, **C-4 (in an enclosed residential parking garage)**, and O-1 Zoning Districts: Parking Dimensions (in feet).

<u>Parking Angle</u>	<u>Stall Width</u>	<u>Stall Length</u>	<u>Stall Height</u>
Parallel	9	23	8
30°	8.5	18	8
45°	8.5	18	8
45°	8.5	18	8
60°	8.5	18	8
90°	8.5	18	8

All Zoning Districts except ICS, I-1, I-2 and O-1: Parking Dimensions (in feet).

<u>Parking Angle</u>	<u>Stall Width</u>	<u>Stall Length</u>	<u>Stall Height</u>
Parallel	9	23	8
30°	9	20	8
45°	9	20	8
60°	9	20	8
90°	9	20	8

In all zoning districts, except ICS, I-1, I-2, **C-4 (in an enclosed residential parking garage)**, and O-1, the above-stated stall length dimensions for non-parallel stalls on the perimeter of a parking lot may be reduced to include only eighteen and one-half (18 1/2) feet of parking surface plus one and one-half (1 1/2) feet of overhang into abutting landscaped areas; provided that such reduction does not reduce the size of any required yard below the requirements in the applicable district.

In all zoning districts, the above-stated stall width dimensions shall be increased to twelve (12) feet or to the width required by state law, whichever is greater, for required handicapped parking spaces.

Resolution No. 19-PC-05

Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment

EXHIBIT B
Redevelopment Site Plan

Attachment: 1515 Lake Cook - Resolution No. 19-PC-05 Northbrook Court (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Northbrook Court Parking Analysis - PER REA				
GLA DATA	EX GLA (\$f)	Demo / Decommission	PR GLA (\$f)	Total GLA (\$f)
LORD & TAYLOR	126,000			126,000
NEIMAN-MARCUS	130,277			130,277
MACY'S	280,000	(280,000)		
AMC THEATER	79,642			79,642
OUTPATIENTS	43,634			43,634
INLINE AND STORAGE	355,320	(11,200)	12,750	356,870
BUILDING G			18,680	18,680
BUILDING F			21,150	21,150
BOX A			70,250	70,250
GRAND TOTAL	1,014,873	-291,200	122,830	846,503

Parking Data	
Existing Parking (Per survey) (@4.88 Ratio)	4948
Project Parking Reduction	681
Total Proposed Parking	4269
Total Required Parking @ 4.5/1,000 sf	3809
Stall (+Surplus / - Deficit) @ 4.5/1,000 sf	460

MULTI-FAMILY PARKING REQUIRED - 315 UNITS				
REQUIRED PER CODE	ADA	STANDARD	TOTAL	PARKING RATIO
	19	926	945	3 SPACES PER UNIT
PROPOSED MULTI-FAMILY PARKING - 315 UNITS				
	ADA	STANDARD	TOTAL	PARKING RATIO
GARAGE PARKING	9	423	432	
SHARED SURFACE PARKING	3	38	41	
TOTAL PROPOSED	12	461	473	1.5 SPACES PER UNIT

		NEW DEVELOPMENT			HEIGHT (FT-IN)
	USE	GROSS FLOOR AREA (\$F)	NET FLOOR AREA (\$F)	FLOOR AREA USED FOR BUILDING COVERAGE CALCULATION	
BUILDING F	RETAIL/RES. AMENITY	32,267	21,315	**	42'-0"
BUILDING G	RESTAURANT	18,800	18,500	18,900	28'-0"
BOX A	RETAIL	71,000	69,696	71,000	35'-0"
RESIDENTIAL	RESIDENTIAL	379,000	324,000	72,884	80'-0"
TOTAL		501,067	433,511	162,784	

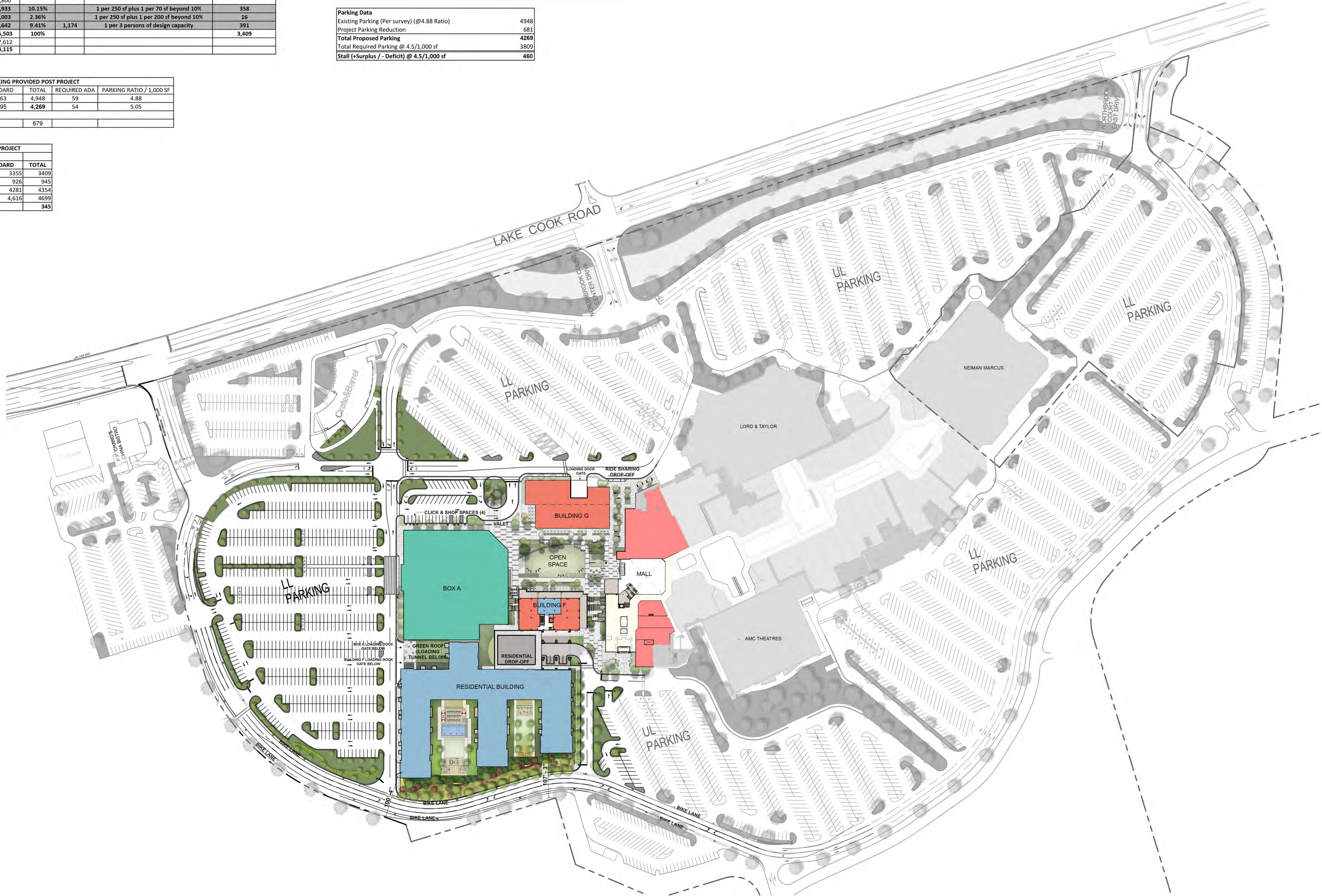
**DIMENSION PROVIDED TO THE TOP OF RETAIL PODIUM

**INCLUDED IN RESIDENTIAL

TOTAL LOT AREA	785,062 SF
BUILDING COVERAGE	20.7%
FAR	0.638

RETAIL PARKING PROVIDED POST PROJECT					
	ADA	STANDARD	TOTAL	REQUIRED ADA	PARKING RATIO / 1,000 SF
EXISTING	85	4,863	4,948	59	4.88
PROPOSED	74	4,195	4,269	54	5.05
PROJECT REDUCTION					

OVERALL PARKING ANALYSIS POST PROJECT			
	ADA	STANDARD	TOTAL
RETAIL REQUIRED	54	3355	3409
RESIDENTIAL REQUIRED	19	926	945
TOTAL REQUIRED	73	4281	4354
TOTAL PROPOSED	83	4,616	4699
PARKING SURPLUS BEYOND CODE			345



1 SITE PLAN
SCALE: 1" = 100'-0"

4	Site Plan Submittal Revision 4	05/14/19
3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

Resolution No. 19-PC-05

Docket No. PCD-18-16 – 1515 Lake Cook Road– Northbrook Court Redevelopment

EXHIBIT C

Northbrook Court Mall Property Site Plan

Attachment: 1515 Lake Cook - Resolution No. 19-PC-05 Northbrook Court (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

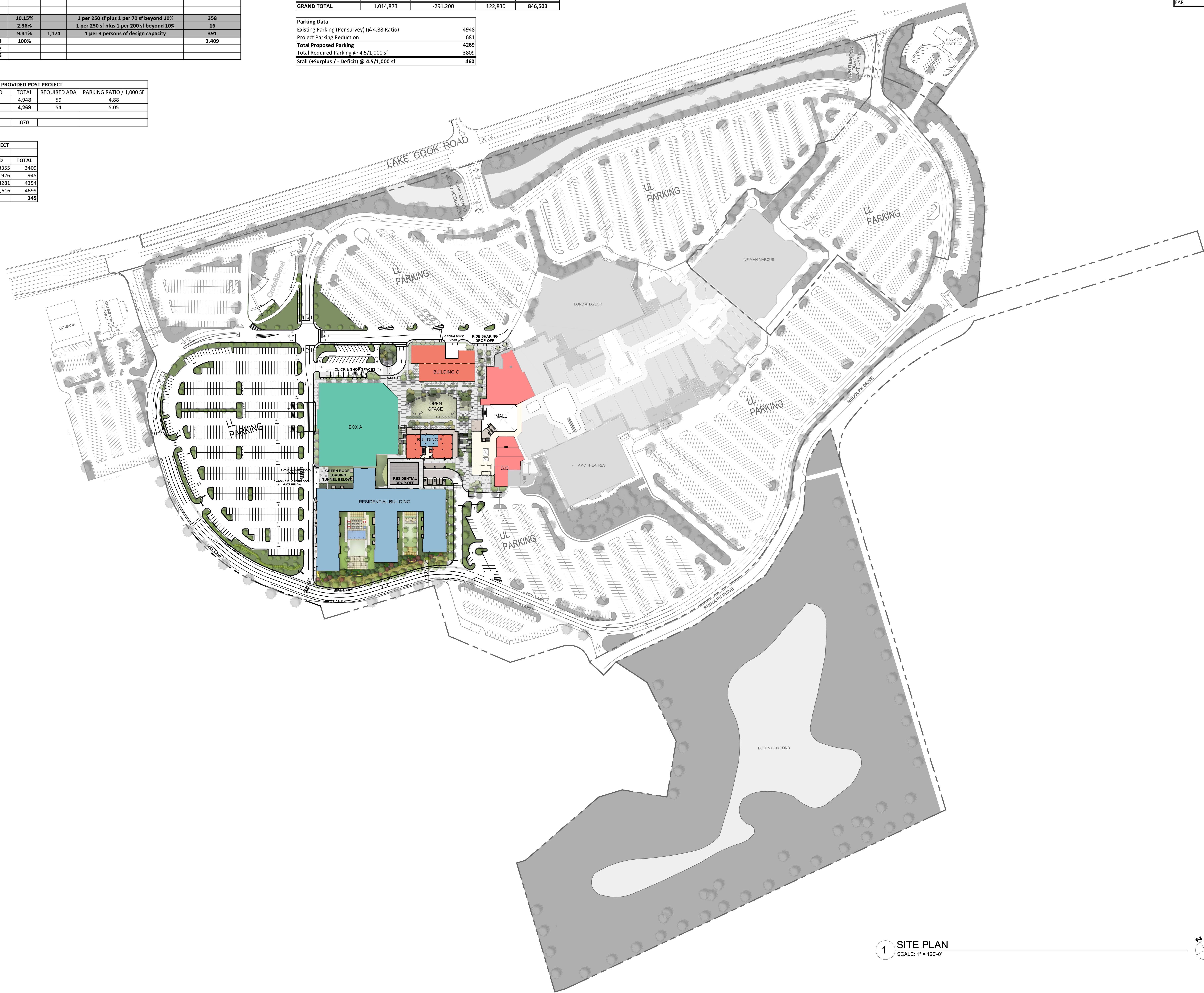
Parking Data	
Existing Parking (Per survey) (@4.88 Ratio)	4948
Project Parking Reduction	681
Total Proposed Parking	4269
Total Required Parking @ 4.5/1,000 sf	3809
Stall (+Surplus / - Deficit) @ 4.5/1,000 sf	460

NEW DEVELOPMENT					
	USE	GROSS FLOOR AREA (SF)	NET FLOOR AREA (SF)	FLOOR AREA USED FOR BUILDING COVERAGE CALCULATION	HEIGHT (FT-IN)
BUILDING F	RETAIL/RES. AMENITY	32,267	21,315	**	*42'-4"
BUILDING G	RESTAURANT	18,800	18,500	18,900	28'-6"
BOX A	RETAIL	71,000	69,696	71,000	35'-0"
RESIDENTIAL	RESIDENTIAL	379,000	324,000	72,884	80'-0"
TOTAL		501,067	433,511	162,784	

TOTAL LOT AREA	785,602 SF
BUILDING COVERAGE	20.7%
FAR	0.638

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	ADA	STANDARD	TOTAL	REQUIRED ADA	PARKING RATIO / 1,000 SF
EXISTING	85	4,863	4,948	59	4.88
PROPOSED	74	4,195	4,269	54	5.05
PROJECT REDUCTION					

OVERALL PARKING ANALYSIS POST PROJECT			
	ADA	STANDARD	TOTAL
RETAIL REQUIRED	54	3355	3409
RESIDENTIAL REQUIRED	19	926	945
TOTAL REQUIRED	73	4281	4354
TOTAL PROPOSED	83	4,616	4699
PARKING SURPLUS BEYOND CODE			345



5	Site Plan Submittal Revision 5	05/15/19
4	Site Plan Submittal Revision 4	05/14/19
3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

Packet Pg. 20

EXHIBIT D
Elevations



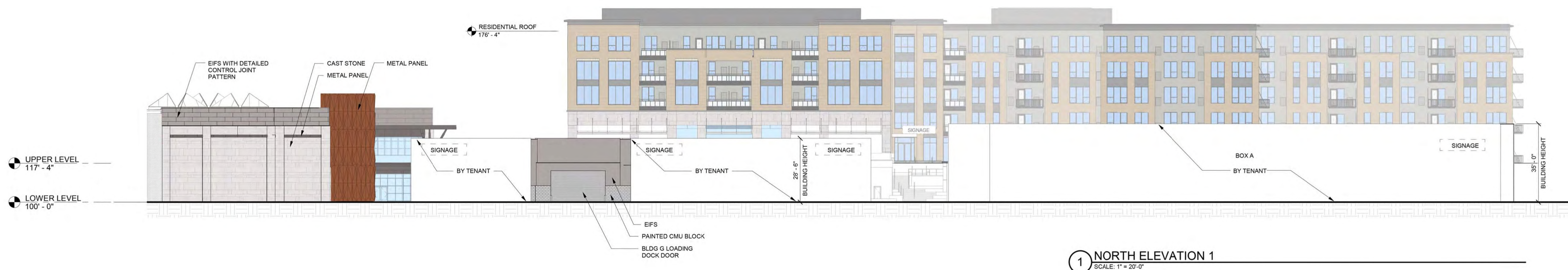
studioOutside

Brookfield Properties

RYAN

NORTHBROOK COURT

Attachment: 1515 Lake Cook - Resolution No. 19-PC-05 Northbrook Court (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

[illegible]

PROJECT NO: 17044.000

PROPOSED ELEVATIONS

SITE PLAN SUBMITTAL

04/19/19

33

Packet Pg. 2



studioOutside

Brookfield Properties

RYAN

NORTHBROOK COURT

Attachment: 1515 Lake Cook - Resolution No. 19-PC-05 Northbrook Court (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

[illegible]

PROJECT NO: 17044.000

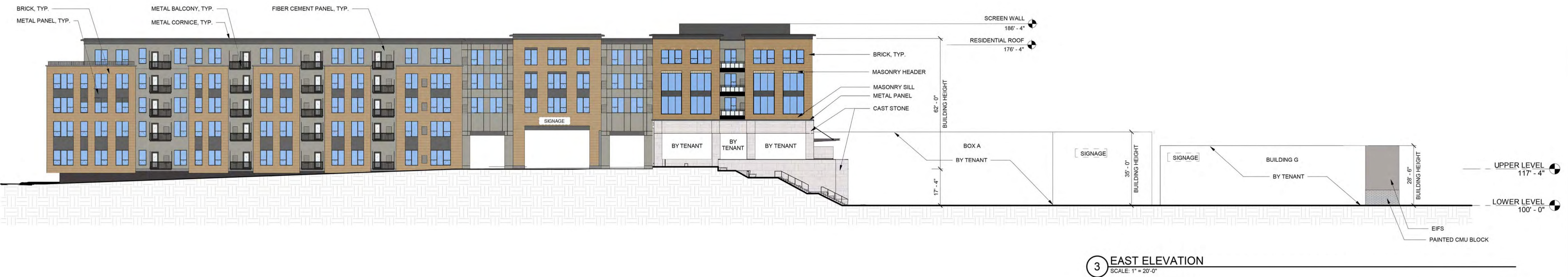
PROPOSED ELEVATIONS

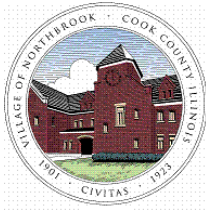
SITE PLAN SUBMITTAL

04/19/19

34

cket Pg. 268





MEMORANDUM VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: PLAN COMMISSION
FROM: MICHAELA KOHLSTEDT, DEPUTY DIRECTOR
DATE: MARCH 5, 2019
SUBJECT: PCD-18-16: 1515 LAKE COOK ROAD – NORTHBROOK COURT REDEVELOPMENT

INTRODUCTION

On March 5, 2019, the Plan Commission will consider Docket No. PCD-18-16, an application submitted by Northbrook Anchor Acquisition, LLC (the “Applicant”) along with Westcoast Estates (the “Owner”) as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road (the “Subject Property”). The Applicant, consisting of a partnership between Brookfield Properties and Ryan Companies, proposes a redevelopment of the western portion of the Subject Property with the inclusion of a multi-family residential structure, a grocery store, and several restaurant and retail spaces. The proposed redevelopment has been noticed for the following relief:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80’ and 5 stories, whichever is less;
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150’ to 73’-3”;
- j) Approval of Final Plat of Subdivision; and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. The Plan Commission hearing was properly noticed in the February 14, 2019

edition of the Northbrook Star.

Staff has not received any public correspondence regarding this application.

PROPERTY DESCRIPTION

The Subject Property:

- is zoned C-4 Regional Shopping District;
- is located north of I-94 and west of Skokie Boulevard;
- consists of 1,014,506 square feet of multi-tenant shopping space within Northbrook Court Shopping Center;
- is surrounded by:
 - North: R-4 Low to Moderate Density (Highland Park) - single family
 - East: R-8 Multiple Family Residential - Apartment/Condo Buildings
 - South: O-2 Limited Office - Office Buildings & R-8 Multiple Family Residential - Detention Pond
 - West: C-4 Regional Shopping - Shopping Center & R-7 Multiple Family Residential;
- is designated as appropriate for Major Retail uses in the Comprehensive Plan;
- is not located within the 100-year flood plain;
- is not located within a stormwater project area as identified in the Master Stormwater Management Plan; and
- the recent Master Bicycle and Pedestrian Plan indicates the Subject Property already has bicycle parking, and that it is appropriate for redevelopment to include a signed and marked roadway for bicycles.



Figure 1: Aerial of Subject Property

BACKGROUND INFORMATION

The application underwent a preliminary review before the Board of Trustees on September 25, 2018 during which time a majority of the Board found the proposed redevelopment to be generally appropriate. An excerpt of the preliminary review meeting minutes are attached for reference. During

the preliminary review discussion the Board found the redevelopment plan to be a positive addition to the Subject Property to keep up with the ever changing retail climate, but they did raise the following concerns:

- adequate screening should be provided for the existing residential properties to the west and south;
- the upgrades to Ring Road should be pedestrian friendly and complimentary to the area; and
- adequate parking should be provided for the residential use.

Following preliminary review the only notable change that has occurred in the proposed plan is that the residential building had originally been proposed as 300 units and is now proposed to have 315 units, the number of parking spaces in the parking garage has increased, and the south side of the residential building was modified to enclose one of the two courtyards resulting in a longer façade expanse for half of the south façade. Below is an image of the preliminary review apartment building foot print as well as the current proposed apartment building footprint with the area of change outlined in red.

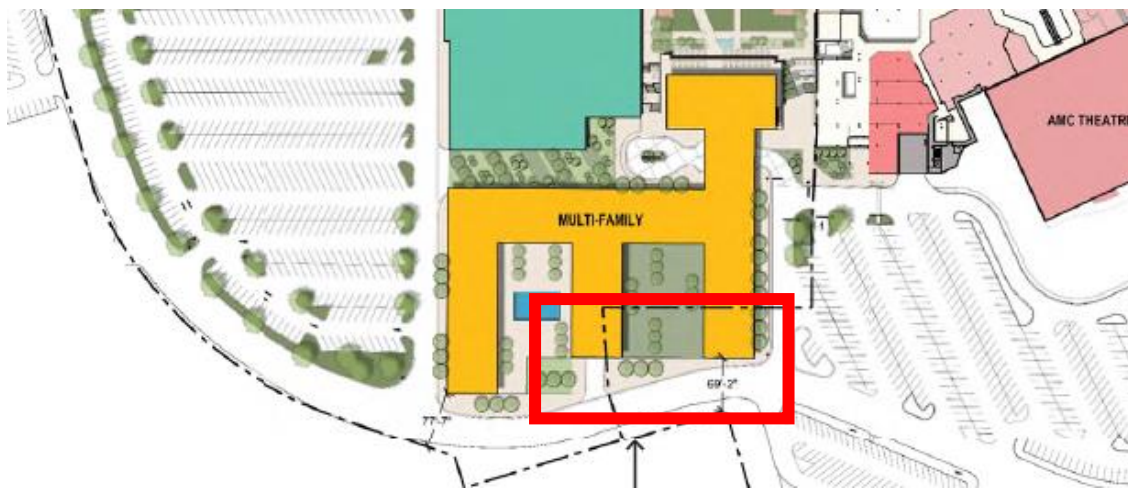


Figure 2: Preliminary Review Site Plan



Figure 3: Current Proposed Site Plan

During preliminary review the Applicant also requested a public/private partnership with the Village of Northbrook to assist with the financing of the redevelopment. The Applicant is requesting a Tax

On February 21, 2019 the application underwent review by the Architectural Control Commission. Following a presentation of the site design, apartment building design, mall entry design, building materials, and landscaping, the Commission discussed the application. The ACC found the proposed redevelopment to be a wonderful addition to the property and the community as a whole. The ACC unanimously recommended approval of the application as presented, with the condition that once the proposed grocery store was submitted it too would undergo review by the ACC. The Commission also asked that the exterior signs be associated with the redevelopment be submitted for ACC review.

The Applicant is proposing to demolish the existing Macy's department store structure located on the west side of the Subject Property to allow for redevelopment of the center in a manner that is consistent with current development trends. The Applicant is proposing a significant redevelopment of the shopping center's retail and dining mix focused on the western end of the property with the inclusion of a luxury multi-family apartment development.



- Removal of Macy's department store to allow for construction of a new grocery store (not yet named) and open-air destination on the Subject Property. This area will include a "great lawn" as an entry connection to the remaining indoor shopping center, which will include a new food hall after entering the mall through the redesigned feature entry area.
 - The proposed grocer will anchor the western edge of the redevelopment in a 70,000 square foot free-standing building. The design of this building has not been identified since the tenant is still unidentified, but the Applicant has agreed to return to the ACC

for building design review for the structure as well as for signage when the tenant and building design are known. The ACC found this approach to be acceptable, but they did note that given the overall size of the building, the design will play a critical role in creating a cohesive redevelopment.

- The interior of the shopping center will also undergo a renovation to upgrade the common spaces and the inclusion of a food hall on the first floor adjacent to the new outdoor space. The second floor of the shopping center on the west end of the property will consist of new retail spaces and specialty kiosks for gourmet coffee and foods overlooking the new “great lawn” space.
- The north portion of the redeveloped area will consist of a free-standing building for additional restaurant spaces which will have ability to open onto the “great lawn” for an outdoor dining area. The Applicant does not have tenants identified for these spaces, but they will return for the ACC to review the building design and signage when tenants are known.
- At this point it is unclear how the tenants on the interior of the mall may be impacted by the changes. If the current tenants remain, H&M and California Pizza Kitchen would both have the opportunity to have exterior entrances and building facades in their current locations. It is not clear how the other retailers, such as the Gap would be impacted. The modified entry to the mall includes expansive glass walls to allow for a strong visual connection between the proposed redevelopment area and the existing shopping center.
- The proposed “great lawn” area will provide both passive and active uses for the guests. There will be a grand staircase connecting the first floor level of this space to the upper level mall entry and the residential lobby for the new proposed high-end apartment complex.
- The proposed luxury multi-family residential apartment complex will frame the southern portion of the “great lawn” with the upper level containing amenity areas for the apartment units. The apartment development will consists of:
 - 315 units located in an approximately 500,000 square foot structure containing both covered parking and surface parking;
 - A mixture of studio, one, two, and three bedroom units averaging 963 square feet per unit (the specific unit breakdown is not known at this time);
 - Each unit will have a minimum of one covered indoor parking space, with a total of 434 indoor parking stalls proposed for the 315 units.
 - Common areas will include an outdoor pool, terrace with fire pits and grilling stations, fitness center, dog run, and an indoor lounge with kitchen equipment;
 - There will be a motor court on the upper level at the residential building entry to allow for drop-off/pick-up of residents which overlooks the “great lawn” of the proposed redeveloped area;
 - The proposed residential structure will have five levels of apartments atop two levels of structured parking. The overall structure will be approximately 80’ tall (the existing Macy’s structure is 55’ tall), and setback approximately 73’ from the south property line adjacent to the ring road circulating around the center.
- The redevelopment project will also include modifications to the on-site circulation roadway to create a more pedestrian friendly street around the Subject Property with additional landscaping being added.
 - There will be a proposed four-way controlled stop in proximity to the existing Crate and

Barrel facility where the roadway will approach the redeveloped western portion of the center. The redevelopment of this intersection not only creates a more pedestrian friendly environment with crosswalks to traverse the site, but it also incorporates additional green space.



Figure 5: Reconfigured Intersection with Green Space Adjacent to Crate & Barrel

- The Applicant is reducing the number of curb-cuts accessing the western parking lot on the Subject Property from 16 to 2 which allows for an increase in landscaping and trees around the Ring Road perimeter, and reduces the number of points for vehicular movements in and out of the Ring Road. The two curb cuts which will remain will be aligned with the controlled stops for the existing curb cuts into the parking lot for PF Chang's to the west and the residential development entrance also the west.



Figure 6: Reduced curb cuts along Ring Road accessing western parking lot

- The Applicant is proposing to add landscaped islands and trees throughout the redeveloped parking lot west of the proposed grocery store in the same location as the current Macy's parking (the attached current aerial shows the lack of parking lot landscaping present today).
- In addition to the landscaped parking lot islands, the Applicant is proposing a landscape buffer on the north side of the Ring Road along the southern property line to provide screening from the residential properties to the south. The Applicant is proposing this on the north side of the roadway, as the south side is very narrow and may not be sufficient to sustain adequate growth space for plantings. The Commission will want to discuss if the proposed screening methods are adequate for the scale of development being proposed in relationship to the existing surrounding residential properties to the south and west.



Figure 7: View of Proposed Residential Building from South Side of Ring Road

- The Applicant has modified a portion of the south end of the Ring Road to be reduced from four lanes to three with the inclusion of a bicycle lane in either direction. This bike system will connect to a designated bike route connecting to the east towards a larger bicycle trail system.

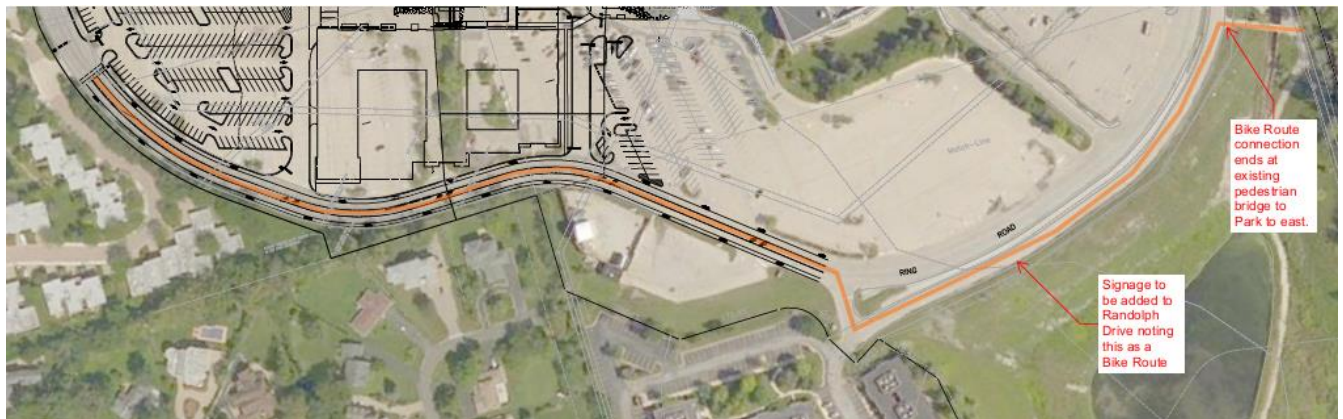


Figure 8: Proposed Bike Lane with reduction in lanes on Ring Road; bike lane connects to bike route

- The current shopping center has 4,907 parking stalls, following the proposed redevelopment the overall site parking would be reduced to 4,718 parking stalls (including the residential stalls). The Subject Property as a whole will still have a surplus of 364 parking stalls for the shopping center.
- The Applicant will adhere to all stormwater management requirements. To comply with the MWRD Volume control requirements under the new WMO, the Applicant is installing a vault

under the new proposed parking lot situated north of the proposed grocery store.

- The Applicant has stated that they will return with a separate application at a later date requesting Zoning Code relief for a new sign package for the shopping center as a whole. Review of signage is not included at this time, as the Applicant is still in the process of designing the overall sign package and identifying future tenants for the new buildings.

REQUESTED ZONING RELIEF

Comprehensive Plan Amendment

Currently, the Subject Property is designated as appropriate for Major Retail Uses in the Comprehensive Plan. The purpose of the Major Retail classification was intended to provide areas for major retail centers with the principal land uses being retail, restaurants, professional offices, entertainment, recreational uses, and membership/religious uses. While this designation was appropriate at the time when the Comprehensive Plan was adopted almost ten years ago, the current market trends have shown that large shopping centers may require a more diverse mix of uses.

In reviewing the Comprehensive Plan, it is noted that the Major Corridor Multi-Use designation may be a more appropriate designation for the Subject Property with its classification intending to provide areas to accommodate a mixture of higher density multi-family housing along with all of the other uses noted in the Major Retail Use designation. This land use classification also contemplated hotels and other complimentary retail uses. Currently, areas that are designated as appropriate for this designation are located along the south Shermer Road corridor, Lake Cook Road near I-294 in the northwest part of the Village, and along Skokie Boulevard, specifically the northwest corner of Dundee and Skokie Blvd where the Northshore 770 project developed.

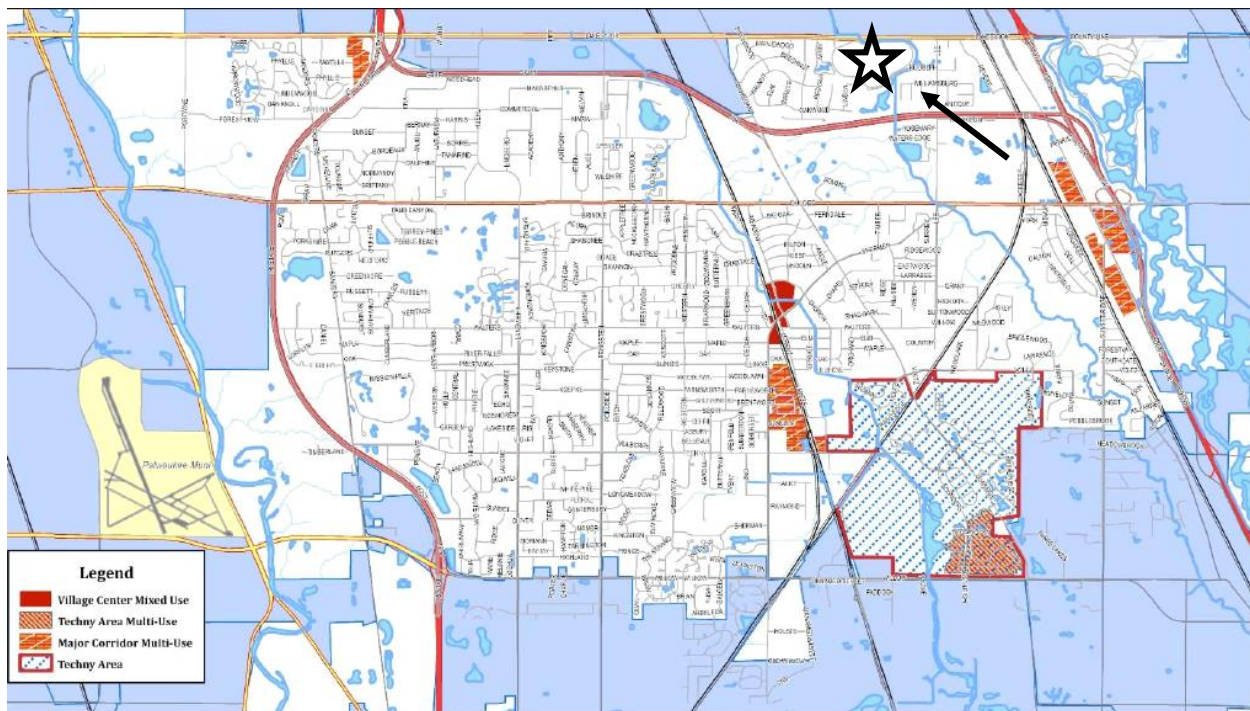


Figure 9: Comprehensive Plan Map - Subject Property noted with star

The Applicant has included a request to amend the Comprehensive Plan to designate the Subject Property as appropriate for Major Corridor Multi-Use. Included with the statement of justification, attached for review, the Applicant has stated that the change in designation is necessary as the value of the Subject Property may be diminished without an amendment allowing the redevelopment of the site to keep up with current trends of regional shopping center.

Zoning Code Text Amendments

Site Plan. The Applicant is requesting a series of Zoning Code Text Amendments to accommodate the proposed redevelopment outlined above in this report. The Subject Property is unique in that it is the only property in the Village which the site plan has actually been made part of the Northbrook Zoning Code. When modifications have occurred on the Subject Property to anchor tenants, or the site plan in general, those approved site plan documents (ordinances) have been made a part of the Zoning Code. Attached to this report is Exhibit A which is the excerpt of the Zoning Code that references the approved site plans for the Subject Property as they have been amended over time. With the proposed redevelopment plan the Applicant is requesting to once again amend the approved site plan for the Subject Property which governs the property in the Northbrook Zoning Code. The language of the Code would be amended to repeal and replace all previously approved site plans with the plan currently being proposed.

Transitional Setback. The Zoning Code has a transitional setback requirement for the C-4 district abutting residential districts requiring a setback from the nearest residential property line a distance equal to 50 feet PLUS an additional five feet for every foot of building height. In this case, the proposed residential structure on the Subject Property would have a required transitional setback of 450' from the west and south.

The Applicant is requesting that the Village amend the requirement to not apply to residential structures in the C-4 district. The amendment would make the transitional setback requirement applicable to the remainder of the structures on the Subject Property, but all residential structures in excess of 35' in height would not need to comply with the transitional setback requirement.

The justification provided by the Applicant for this request is attached in their submittal for review, but in brief it states that the proposed residential building on the Subject Property would provide an appropriate transition between commercial structures and the adjacent residential properties, thus not necessitating a transitional setback.

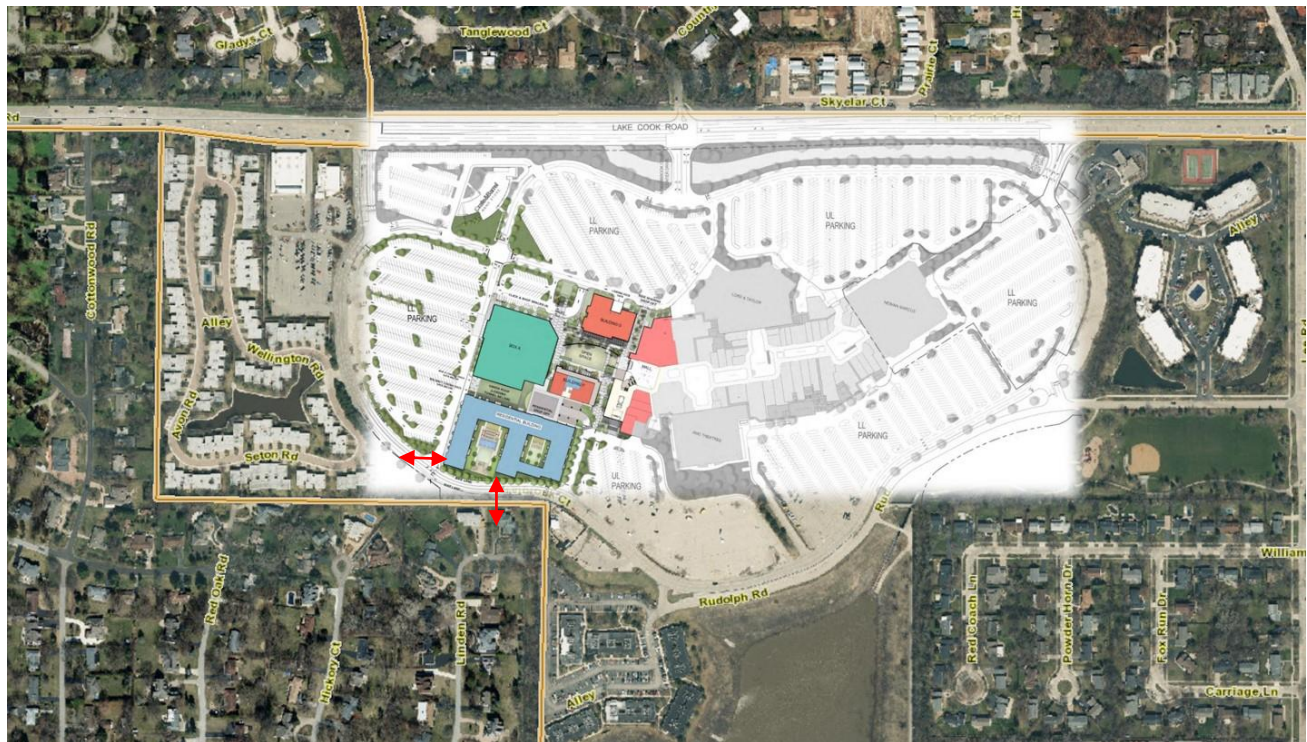


Figure 10: Red arrows note area where transitional setback would be applicable

Uses. In addition to amending the Site Plan for the Subject Property in the Zoning Code, the Applicant is also requesting a Zoning Code text amendment to allow a series of new permitted and special permit uses in the C-4 Regional Shopping District. The below table lists the uses the Applicant is requesting to allow as permitted (P) or special permit (S) uses in the C-4 district, the most significant of which is the request to allow Multi-Family Residential by special permit and a hotel by special permit.

VILLAGE SIC CODE	DESCRIPTIVE TEXT	C-1	C-2	C-3	C-4	C-5
7000.01	Hotels, Except Residential				<u>S</u>	S
7389.01	Business Services, Not Elsewhere Classified		P	P	<u>P</u>	
8351.00	Child Day Care Services	S	S	S	<u>P</u>	S
9864.00	Multiple Family Dwelling Units				<u>S</u>	
9870.00	Home Occupations Subject to Section 9-102				<u>P</u>	

As the above table notes, hotels were already contemplated as a special permit use in the C-5 Boulevard Commercial District which is primarily located along Skokie Boulevard. While the current plan proposed by the Applicant does not include a hotel, the Applicant is requesting the use be allowed by special permit so if they would want to return in the future to propose a hotel elsewhere on the mall property the use would already be available in the district. Note that the request is for a hotel to be a special permit use, and knowing that the site plan for the Subject Property is frozen in the Zoning Code, a request for a hotel will require a formal application and public hearing with the Plan Commission should it ever occur.

As for the request for Business Services, Nor Elsewhere Classified, this is a use category which includes a mixture of offices and businesses that do not fit into other categories. Some of the uses which fall under this category include interior designers, embroidering, paralegals, and shoe designers. A full list of the mixture of uses is attached to this report in Exhibit B for reference. The Applicant is requesting this use to accommodate any future business that may want to locate on the Subject Property which is already permitted in the C-2 and C-3 districts found in other parts of Northbrook.

The Applicant is also requesting approval to allow Child Day Care Services as a permitted use in the C-4 district. While this is a special permit use in other districts, the C-4 district is only mapped on the Subject Property which is a large property consisting of multiple mixture of uses. The Applicant believes that a day care would be an appropriate addition to the mix of uses on the site given the location and availability of parking all around the Subject Property. Should a daycare locate on the Subject Property, it may result in a need to appear before the Village to amend the site plan if specific additional outdoor play space is desired since that will require a change to the approved site plan.

Lastly, with the request to allow Multi-Family residential as a special permit use on the Subject Property, anytime a proposal for multi-family residential is made, it will require a public hearing with the Village. At this time the Applicant is proposing a multi-family residential development on the west end of the shopping center which triggers the need for this requested text amendment. In addition to the request to allow the multi-family residential, the Applicant is also requesting to allow Home Occupations as a permitted use should a resident in the apartment building desire to operate a home occupation compliant with all Zoning Code requirements noted in Section 9-102.

In addition to the uses specifically requested by the Applicant, staff has identified several other uses for consideration:

- Motor Vehicle Sales without an Outdoor Display Lot (such as Tesla at Old Orchard), as a

permitted use;

- Passenger car Rental, as a permitted use;
- Physical Fitness Facilities, as a permitted use, not limited to the current 2,500 square foot limit; and
- Bowling Center, as a special permit use

The Commission will want to discuss the appropriateness of the proposed uses as recommended by staff.

In terms of the multi-family residential being requested, the following is a table noting the existing, and under construction density of other multi-family residential developments in the Village.

Development Name	Zoning District	# of Units	# of Acres	Density (units/acre)
Northbrook Court Apartments	C-4	315		
Entire Subject Property			74.6	4.2
Redevelopment Area			15.14	20.8
Manus Northshore Estates Cambridge Court Condos (Dundee/Pfingsten)	R-8	59	1.54	38.3
The Citadel (Shermer)	R-8	78	2.65	29.43
NorthShore 770 (770 Skokie Boulevard)	O-4	347	15.8	21.96
Entire Development			3.88	89.43
Residential Lot				
Laurel condos (1410 Shermer)	R-8	41	2.0	20.5
Cherry Ln. condominiums	R-8	14	0.7	20
1000 Skokie	O-4	304	18.1	18.67
Entire Development			6.5	52
Residential Lot				
Townhomes behind Shermer Rd White Hen	R-8	6	0.34	17.65
Homart (1220 Lake Cook)	R-8	200	11.9	16.81
Pheasant Creek	R-8	424	27.4	15.47
Cherry Ln. Condo's & Apts	R-8	24	1.7	14.11
Villas Salceda Condo's	R-8	61	4.4	13.86
Shermer Place (Shermer Road)	RLC	192	18.6	10.32
Entire Development			17.2	11.16
Residential Lot				
Cambridge Homes (Pointe Drive)	MRFC	118	16.44	7.18
Entire Development			8.33	14.16
Residential Lot				

As noted in the above table, the proposed apartment building would have an overall site density of just over 4 units per acre when calculated over the entire mall property. When the density is calculated over the redevelopment property area only, the density is most similar to the Cherry Lane condos near Sunset Foods in downtown Northbrook and the Northshore 770 project and 1000 Skokie apartments when those spread the density over the entire mixed use sites, and not just the parcel the apartment structures are contained upon.

Height. The Applicant is requesting to amend the Zoning Code to allow for an increase in height in the C-4 district. Per the below table, the district currently allows a maximum height of 55' or 4 stories, whichever is less. The Applicant has requested that the height be increased to 80' or 5 stories, which is what the public notice was drafted to state; however, upon review of the unique design of the building, staff has determined that it is most appropriate to only have a maximum height standard in feet without limiting stories. Below is the modified proposed text amendment.

BULK, SETBACK & YARD STANDARDS	C-4	Proposed
A. Maximum Height (whichever is less)(10)		
1. Feet	55	80
2. Stories	4	NA

This proposed multi-family residential structure is compliant with requested amendment for height of 80 feet. The proposed building consists of five levels of living above two levels of parking, one of which is below grade.

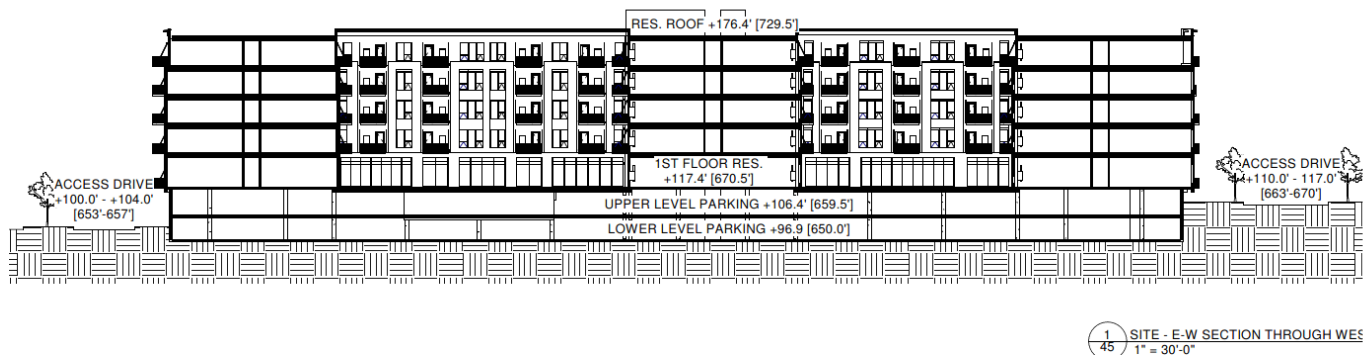


Figure 11: cross section of residential structure

Another part of the residential structure consists of three levels of living space above two levels of commercial space that will be part of the shopping center redevelopment adjacent to the "great lawn".



Figure 12: Elevation of residential structure seen from "great lawn"

This fluctuation of stories occurring around the residential structure (with some commercial stories being significantly taller than a typical story in the residential structure) resulted in staff determining that it better to restrict overall height on the Subject Property by a measurement of feet rather than stories as well.

In regards to the overall proposed height of the residential structure as it relates to other recent apartment building structures, the proposed falls in between 770 Skokie Boulevard (approx. 105') and 1000 Skokie Boulevard (approx. 70').

Parking Garage Stall Dimensions. The current parking stall dimension requirement for the C-4 district is 9'x20' or 9'x18.5' with a 1.5' overhang. Though the standard space dimension is 9' x 20', there are exceptions in the Code. The following table compares the Applicant's request with the various parking space dimension requirements in the Zoning Code:

PARKING SPACE	WIDTH	LENGTH	NOTES
Standard	9'	20'	No overhang
	9'	18.5'	w/ 1.5' overhang
I1, I2, & O1	8.5'	18'	by right
Applicant's Request	8.5'	18'	Requires code amendment
VGO - Metra Lot	8.5'	18.5'	Metra parking lot
VGO - Design Review	8.5'	18.5'	Reduction allow through design review permit process
Landbanking	8.5'	18.5'	Institutional, office, manufacturing long term parking

The Applicant is proposing a text amendment to allow enclosed parking garages for residential uses to also qualify for the reduced stall dimensions found in the ICS, I1, I-2, and O-1 districts. The justification provided by the Applicant for this request states that the users will have assigned parking and familiarity with the parking facility. The garage will also be enclosed and restricted to residents so the turnover of spaces will be less frequent than those in the surface lots found on the Subject Property. Below is the Applicant's requested amendment:

ICS, I-1, I-2, **C-4 (in an enclosed residential parking garage)**, and O-1 Zoning Districts: Parking Dimensions (in feet).

<u>Parking Angle</u>	<u>Stall Width</u>	<u>Stall Length</u>	<u>Stall Height</u>
Parallel	9	23	8
30°	8.5	18	8
45°	8.5	18	8
45°	8.5	18	8
60°	8.5	18	8
90°	8.5	18	8

While the Applicant is proposing to amend the Zoning Code to allow the enclosed residential parking garage stall dimensions be reduced in the C-4 district only, the Plan Commission may want to consider if it is appropriate to amend the Zoning Code to allow for the reduced stall dimensions in all enclosed residential parking garages regardless of zoning district.

It should be noted that the apartment buildings constructed at both 770 Skokie Blvd. and 1000 Skokie Blvd. were approved with a Zoning Code exception to allow a reduction in stall dimensions within the residential structure from 9'x20' to 9'x18', with some of the spaces at 770 Skokie as narrow as 8'x18'

due to structural column placement in the garage.

Special Permits

The Applicant is requesting a Special Permit to allow Multiple Buildings on a Single Zoning Lot, as well as a Special Permit to allow Multi-Family Residential. While there are already some outlots on the Subject Property, this will be the first time that a specific parcel within the Subject Property will have multiple buildings on a single parcel with the new proposed free-standing restaurants and grocery store adjacent to the “great lawn”.

The Plan Commission and Board of Trustees must consider the general standards for special permits established in Paragraph 11-602 E1 of the Zoning Code when deciding whether to grant the requested special permits. These standards include the following:

- 1) Is the proposal in compliance with the Zoning Code and Official Comprehensive Plan?
- 2) Will there be any adverse impact upon adjacent properties?
- 3) Will the proposed use interfere with the orderly development of adjacent properties?
- 4) Are there adequate public facilities to serve the development?
- 5) Will the use cause undue traffic congestion?
- 6) Will the development cause loss of significant environmental or historical features?
- 7) Will the use comply with other applicable Village standards?

Of the special permit standards, items 1, 2, 3, and 5 are particularly relevant to this application. The Applicant has included a statement of justification with their application materials addressing the above items. This information is attached to this report with the additional material submitted by the Applicant for review.

Variation, Site Plan, and Final Plat of Subdivision Approval

While the Applicant is requesting a Zoning Code text amendment to eliminate the transitional setback requirement for residential structures on the Subject Property adjacent to residential districts, the proposed site plan requires a setback variation from the rear (south) setback. The rear setback requirement in the C-4 district is 150', the proposed site plan has a rear setback of approximately 73' to the residential structure on the south side of the Subject Property. The Applicant has included a statement of justification for the requested variation stating that the location of the proposed residential structure is appropriately placed in proximity to the other residential uses surrounding the Subject Property.

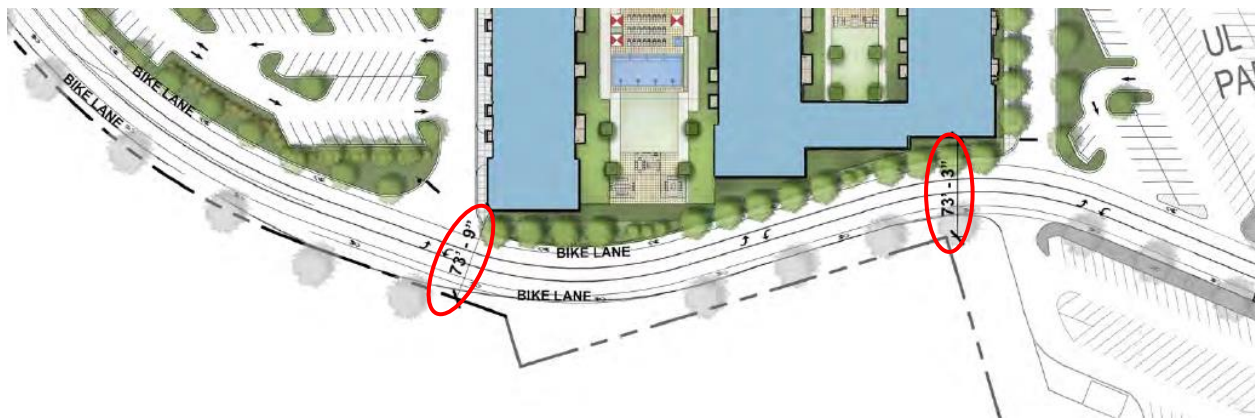


Figure 13: Areas circled in red note the need for rear setback variation

When reviewing the overall site plan for approval, the Commission will also want to consider the appropriateness of the 70,000 square foot grocery store building on the Subject Property. At this time the tenant for the grocery store is not identified. If the Applicant ends up not securing a grocery store, would it be appropriate to still maintain a 70,000 square foot structure on the west end of the Subject Property, or would it be more appropriate to have smaller free standing buildings to complete the development? This is an item to note while assessing the overall requested site plan approval.

The other most significant item to consider in reviewing the overall site design is if the proposed on-site access and circulation is adequate as configured. As noted earlier in this report, the Applicant is reducing curb cuts accessed off of the Ring Road on the west end of the Subject Property, as well as creating a four way stop with crosswalks adjacent to the Crate and Barrel building. Lastly, the Applicant will be introducing a reduction in the overall Ring Road lanes from 4 to 3 for a portion of the Ring Road where bike lanes will be installed prior to connecting to an existing bike route.

The Applicant does not intend to make further modifications to the remainder of the Ring Road or shopping center Subject Property as whole with the proposed redevelopment plan. The Plan Commission will want to discuss if it is acceptable to solely improve the Ring Road on the west end of the Subject Property where the redevelopment will occur, or determine if the redevelopment will merit a need to improve Ring Road around the Subject Property as a whole.

The proposed plan requires a resubdivision of a few parcels within the Subject Property. The Applicant has filed a final plat of subdivision to be reviewed by staff, and ultimately approved by the Board of Trustees. The Applicant is not requesting any waivers or variations of the subdivision code as part of the requested relief with this application.

STAFF REVIEW COMMENTARY

The application has undergone two staff reviews. At this time, the plan still has some outstanding issues to address from the Public Works (engineering and forestry), Fire, and Development and Planning Services departments, as well as the Village Attorney, Traffic Consultant, and Engineering Consultant. The most recent set of comments generated from the second staff review are attached to this report for reference, and they have been shared with the Applicant. While there are outstanding items that remain to be addressed, the Applicant wanted to proceed to the public hearing process to receive commentary from the Plan Commission to ensure if the proposed redevelopment was heading in the correct direction.

Village staff believes that the outstanding comments which remain can be addressed through design modifications conducted by the Applicant that will not impact the overall site design of the proposed redevelopment.

SUMMARY

In summary, the Applicant is proposing a large redevelopment of the western portion of the existing shopping center. While reviewing the request, the Commission will want to consider the following items:

1. Is it appropriate to amend the Comprehensive Plan to designate the Subject Property as appropriate for Mixed Uses?
2. Is it appropriate to amend the current site plan for the proposed plan as the center evolves from a traditional retail center (as contemplated with the present C-4 District standards) to a mixed-use development with the inclusion of a 315-unit luxury apartment building, high-end grocer, and additional restaurant and retail businesses?

- a. If so, is the proposed site plan appropriate with the inclusion of outdoor spaces and connection to the existing mall?
 - b. Does the proposed site plan have adequate on-site circulation and access for parking, as well as pedestrian friendly connectivity?
 - c. Is it appropriate to include a 70,000 square foot structure in the development if it is not used by a grocer? If a different user is proposed for the building, should the Applicant have to return to the Village for review?
3. Is it appropriate to amend the Zoning Code to include additional uses as requested by the Applicant in the C-4 district? Specifically, multi-family residential and hotel as special permit uses, and day care as a permitted use?
 - a. Is it appropriate to amend the Zoning Code to allow the uses proposed by staff: automotive sales without an open sales lot, car rental, and physical fitness facilities in excess of 2,500 square feet as a permitted use? Is it appropriate to allow bowling lanes as a special permit use?
4. Is it appropriate to amend the Zoning Code for the following items:
 - a. to no longer apply the transitional setback requirement for the C-4 district to residential structures within the C-4 district adjacent to residentially zoned properties?
 - b. to allow for a maximum height of 80 feet in the C-4 district? and
 - c. to allow a reduction in the minimum required parking stall dimensions for parking stalls located in an enclosed residential parking garage from 9'x20' to 8'x18'?
 - i. if this is an appropriate amendment should it apply only to the C-4 district, or to any district where an enclosed residential parking garage is located?
5. Is it appropriate to grant a rear setback variation to reduce the required rear setback from 150' to 73' for the proposed residential structure?
6. Is it appropriate to grant special permit approval to allow:
 - a. Multiple buildings on a single zoning lot, and
 - b. Multi-Family Residential uses on the Subject Property?

The Applicant and staff will be in attendance during the March 5 meeting to answer any additional questions.



Plan Commission

Plan Commission

~ Minutes ~

1225 Cedar Lane
Northbrook, IL 60062
www.northbrook.il.us

Debbie Ford
(847) 664-4013

Tuesday, March 5, 2019

7:30 PM

Board Room

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Steven Elisco	Commissioner	Present	
Norm Jacobs	Commissioner	Present	
Jeff Sandler	Commissioner	Present	
Dan Pepoon	Commissioner	Present	
Jeremy Melnick	Commissioner	Present	
Mark DeBartolo	Commissioner	Present	
Johannah Hebl	Commissioner	Present	
Jennifer Lawrence	Commissioner	Present	
Marcia Franklin	Chairman	Present	

2. COMMUNITY PLANNING REPORT

Tom Poupard reported at the last Board of Trustees Meeting, the Board reviewed two preliminary applications; one was for Wilson Lawn and Landscaping on Anthony Trail to modify a site plan for the approved special permit. Following the Plan Commission recommendation and Board approval, the applicant requested some modifications to the site plan, so they will be requesting an amendment to the Special Permit. The Board felt that they could handle the Public Hearing on this. The second review was a preliminary application for the First Bank of Highland Park, on Skokie Blvd. They are requesting a new wall sign atop the building facing Skokie Blvd. This was forwarded to the Plan Commission.

3. HEAR FROM THE AUDIENCE

None.

4. REVIEW OF NEW APPLICATIONS

- A. **DOCKET NO. PCD-18-16: 1515, 1555, 1775 LAKE COOK RD – NORTHBROOK COURT SHOPPING CENTER (First Public Hearing).** An application filed by Northbrook Anchor Acquisition, LLC along with Westcoast Estates as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road, for the purposes of authorizing the following zoning relief: a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses; b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court; c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District; d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District; e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80' and 5 stories, whichever is less; f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage; g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units; h) Special Permit for Multiple Buildings on a Single Zoning Lot; i) Variation to reduce the required rear setback from 150' to 73'-3"; j) Approval of Final Plat of Subdivision; and k) Approval of such other zoning relief as may be necessary.

Chairman Franklin spoke, stating for the audience that the matter being discussed this evening was in regards to the zoning relief being sought by the Applicant, and that the Plan Commission would not be discussing the financial requests pertaining to this application.

Michaela Kohlstedt reported that the subject property is the Northbrook Court Shopping Center. The area of focus is the western side of the property, where the applicant is proposing a redevelopment. The property is Zoned C4 - Regional Shopping. The property consists of over one million square feet of multi-tenant shopping center. The Comprehensive Plan designates it as appropriate for major retail uses. The existing Macy's building would be demolished as part of the redevelopment plan. The application underwent preliminary review in September of 2018, during which time the Board found the proposed redevelopment plan for a mixed-use redevelopment on the west side of the shopping center, consisting of a grocery store and multifamily residential, as being generally appropriate. The items of concern raised by the Board were that adequate screening be provided from the existing residential located to the west and south of the subject property, that any upgrade improvements to Ring Road be pedestrian friendly and complimentary to the area, and that the redevelopment ensure that there be adequate parking for the residential use while maintaining adequate parking for the shopping center as a whole.

During the preliminary review, the applicant had requested a public/private partnership for financing of the redevelopment; that is a matter which is being discussed by the Board of Trustees. Since the preliminary review, there have been some changes to the proposed plan; the number of proposed units increased from 300 to 315 while the indoor structured parking numbers increased to more than one space per unit. The applicant also increased the expanse of the south facade. The current application before the Plan Commission this evening does not include the request for signage or any relief for signage. The applicant stated that they will return in the future with an application specific to signage later.

Deputy Director Kohlstedt further continued to explain the application. The center of the redevelopment area is what the applicant is referring to as the "great lawn" which will be an outdoor space to allow for both passive and active uses for patrons of the center. North of the

"great lawn" is a single story multi-tenant building for restaurant uses. The applicant is proposing to redevelop the shopping center on the west end, with a new prominent entry with direct visible connectivity from the "great lawn" and the grocery store, to the remaining portion of the shopping center that will be redeveloped, to include things such as a food hall and other kiosks for coffee, etc.

On the south end of the redeveloped area, the applicant is proposing a multi-family residential structure. It will have five levels of residential units ranging in mixture from studios to three bedrooms; that will be located above two levels of indoor parking. The residential area is connected to the shopping center by means of a grand staircase, which will connect the upper level to the lower level where the "great lawn" area is located. The residential center, being a high-end luxury facility would contain common areas such as a pool, various outdoor terraces and grilling areas as well as a dog run. The proposed residential building will be eighty feet tall.

In addition to the proposed structures, the applicant is making some modifications to the site. Some of the most notable changes are the reconfiguration of Ring Road adjacent to the Crate and Barrel store where the applicant proposes to create a four way stop. There will also be crosswalks at this intersection. There will also be reductions in curb cuts on Ring Road on the west end parking lot. Currently, Staff has counted a total of sixteen curb cuts accessing the existing parking field west of Macy's. By reducing all those curb cuts, the applicant can provide buffering and landscaping around the perimeter of the west parking lot. The applicant is also proposing tree islands throughout the inside of the parking lot to provide additional greenery. Ring Road will also be changed to a two-lane road that would have a shared center turn lane and bike lanes for a portion of its run adjacent to the residential building. This application would require Special Permits and Variations along with Zoning Code text amendments and Comprehensive Plan amendments.

Commissioner Hebl asked if there would be a designated walking path along with the proposed changes to Ring Road enabling residents to leave the center and get to the neighborhood park to the east. Mr. Poupard responded that there is not a designated walking path proposed along the Road.

Commissioner Sandler asked if anyone knows about other changes to the rest of the mall. Mr. Poupard stated that they have spoken about each of the anchor stores, Lord and Taylor, Neiman Marcus and the theatres. Of those three, the theatres are the most recently approved and the most recently renovated. At this point, the hope is that Lord and Taylor and Neiman Marcus will remain and all stores will do better after the renovations are completed.

Commissioner Pepoon asked if there were any designated bike parking spots. Ms. Kohlstedt showed him on the slide which area was designated for bike parking.

Commissioner Jacobs asked with respect to the fitness facility being a permitted use within the district, does that open up additional permitted uses due to religious land use act. The Village Attorney responded that the C4 District is so narrowly prescribed and literally only contains Northbrook Court. He doesn't feel this pose any issues going forward.

Commissioner Melnick asked if there were any police, fire, emergency evaluation of this. Ms. Kohlstedt responded that police was fine with moving forward, fire has conditionally approved this.

Chairman Franklin asked those who will be presenting for the applicant to rise and be sworn in.

Barry Nekritz, Northbrook, stated that he represents the petitioner. The petitioner is also the owner of the shopping center and will be doing the renovations.

Adam Tritt, Sr. Vice President of Brookfield Properties. Mr. Tritt stated that they are looking to take malls of the 70s and transform them into retail uses that are more in line with today's needs. We feel that this is the right way to go forward; retail is changing very rapidly.

Brett Bunke, Director of Architecture with Ryan Companies. The residential portion of this project is going to help activate this space and help it be a vibrant community. The "great lawn" will be surrounded by the grocer, retail and food court and to the south of that will be below grade parking and loading for the residential units and the grocer. We are using the grade change to our advantage. To the south, there will be an outdoor pool, lounges, grilling stations, seating areas and fire pit for all the residents to use and enjoy.

Chairman Franklin asked if the residential apartments will have any kind of fitness facility in them. Mr. Bunke responded yes, they will. There will be a business center and a fitness center just for the use of the residents, free weights, machines.

Chairman Franklin asked if there would be handicapped parking in the motor court area. Mr. Bunke stated that they would be inside the garage and all required handicapped stalls will be provided as per code.

Chairman Franklin asked about what will happen with all the outdoor seating at the restaurants during the cold months. Mr. Bunke stated that all those tables would be put into storage during the cold months.

Commissioner DeBartolo asked about the plan for south line screening and buffering. Mr. Bunke responded that along the perimeter they would be providing landscaping both trees and low-lying shrubs on the interior of Ring Road.

Commissioner Elisco stated that he feels this is a great improvement to Northbrook Court but questioned why a grocery store and an apartment building as opposed to any other use there. Mr. Bunke responded that by looking at their real estate across their portfolio, one of the strategies is to try and stretch the environment and provide more reasons and more uses for people to come to our centers. Our job is to provide traffic, to create a place where people want to be. So, by adding more and varied uses to the property, we bring more and different traffic to the site which allows the businesses onsite to prosper.

Commissioner Elisco stated that the Commission just approved two apartment complexes in town and one is having trouble getting full and the other one not near getting rented at this point. So, how is this apartment complex different than what the other two complexes are providing and what is the competition going to like?

Mr. Bunke stated that they have done market studies and it shows that there is still demand. There will be a demand from empty nester's, as well as young professionals. These are being marketed as luxury apartments, high end finishes inside, granite countertops, large windows, luxury vinyl tile for the flooring and large open spaces. This will distinguish us from the competition. There will be a mix of studios, one bedroom, two bedrooms and three bedrooms.

Commissioner Elisco is concerned about the severe relief, as far as the setback goes. On most buildings where the Village has allowed someone to encroach on that setback, it's a building that stepped down as it got close to where the relief was given. He questioned if it was looked at to stepping it down or making the back part of the buildings taller to offset the number of units by reducing the height along Ring Road.

Mr. Tritt responded that multiple studies were done and basically, they have a pro forma that they have to try and meet with a certain square footage. We are bounded by the south by Ring Road, bounded by the west, we didn't want to go past the grocery store, and bounded to the north with the design of the grocer.

Commissioner Elisco responded, keep the same footprint but the make the portion of the building along Ring Road lower and make other portions higher to offset for the units you would have to reduce. This is one time where he is not concerned about the height, he is more concerned about the encroachment.

Mr. Tritt responded that this is something that they could study. It also affects what they could build per code for the occupancy type and the construction type. Right now, by keeping it at five stories, we are able to do it as a Type 3 Construction over a podium. If we did go taller, we would have to look at changing the occupancy or classification with the construction type. As far as the grocery store, we are looking for a high-end grocer with a prepared food section in line, with a lot of the grocers that have been coming into the markets.

Chairman Franklin asked if these are going to remain rental units and not condo units. Mr. Bunke responded that yes, these will be rental units.

Chairman Franklin asked what the price point would be. Mr. Tritt stated that the price range would be from \$1,500 to \$2,800 on the high end for the larger units. There will be 1.5 parking stalls per unit. The mix of units is 60% studios and one bedrooms and 40% two and three bedrooms.

Jahn Bellford, 212 Hickory Ct. Northbrook - His main concern is the environmental impact of adding apartment buildings and other structures on the water, sewer and storm systems that currently being utilized by the existing facilities. During the rainy season, driving on Lake Cook Road you see a lot of flooding. Having lived in the adjacent area, there is a huge impact on that area and his big concern is when you add new infrastructure, you will create a tremendous impact on the existing infrastructure. How much of a pervious area is being removed and replaced with impervious areas? What about the impact on the school system? The grocery store is also a concern, being so close to all the other grocers in the area. What if it fails? What will go into that space?

Chairman Franklin commented that the Village Engineer will take a close look at the water and storm, sewer and flooding issues and the redevelopment of this project is not required to make the surrounding issues better, but it can't make it worse.

Leonard Ginsberg, 215 Hickory Ct. Northbrook - Stated that he is a resident of Glenbrook Countryside and was not aware of any neighborhood meeting regarding this development. His property immediately abuts the circle road and putting in a five story, eighty-foot rental building will essentially give complete open access to anyone who wishes to look into his backyard, his son's

bedroom and his son's playroom. When you vote on this project, please ask yourself if you would like an eighty-foot, five story building about one hundred yards from your property line. Adding low shrubs along the circle road will do nothing to buffer us from the commercial development. This development will negatively impact his quality of life and decrease his property value.

Jeff Corey, 1677 Seton, Northbrook - Stated that he lives in the Courts in Northbrook, the second closest home. He said the developer sent a letter about this development to only about five neighbors. The majority of the neighborhood does not know what is going on right now. He is concerned about the building towering over his house.

Jim Becket, 232 Linden, Northbrook - Stated that he lives very close to this proposed development. Will Cook County need to investigate any of the setback and height requirements? He has concerns about the esthetics and heights. His house is for sale and who will want to buy it during all this construction. He is holding out for a price, but not sure he will ever get it now.

Judith Brill, 2124 Tanglewood Ct., Highland Park - Lives directly across from Northbrook Court on Lake Cook Road. How tall are the condominiums to the east side of Northbrook Court? Mr. Poupard responded that the condos immediate to the east are five levels of living above parking. Ms. Brill also asked the total ground area of the newly proposed construction vs. that of Macy's. She is worried about the drainage in the area, were any studies done on the storm water system.

Chairman Franklin responded that the Village Engineer will look into this and she is very comfortable with that.

Ms. Brill wants to know what the construction schedule is and how it will be scheduled. Was the traffic study shared?

Chairman Franklin stated that the traffic study was posted on the website. Ms. Brill is also concerned about the 1.5 parking stalls, she feels this will not be enough. Ms. Brill came back to the podium and stated that she was one of the first residents in the area when Northbrook Court was being built and she was told by the developer that evergreens would be planted in the surrounding area to provide privacy and that never materialized. She hopes that this new developer will make good on their promises.

Daniel Sarvya, 29 Crestview, Deerfield - Had a question about the outdoor lawn area; movies at night in the summer, will there be concerts? Will there be a curfew at night? Will guests of the residents have to have permit parking?

Mel Ellis, 2121 Tanglewood Ct. Highland Park - Referring to the maps that everyone has, there is no mention of the north side of the property. He lives on the north side of Northbrook Court, across Lake Cook Road. He is concerned about the considerable amount of traffic that is going to be brought to this area. Have any conditions been made for this area? He is also concerned about the amount of sewage to the north branch of the Chicago River.

Herb Brenner, 1167 Adams St., Northbrook - Wanted to know what the additional cost of a parking spot would be. The focus tonight has been on the 315-multifamily luxury apartment building. As the developer is aware, we have a housing shortage. There is not only a housing shortage, there is an affordable housing shortage around here. The last time Northbrook had affordable housing here

was thirty-five years ago with Crestview Village. In 2004, an affordable housing plan was put together which has never been implemented, so for thirty-five years, there hasn't been any affordable housing in Northbrook. He is asking the developer and the Village to work in partnership to have apartments available for low income families.

Kathryn Caparuso, 2534 Essex Drive, Northbrook - Is asking about the superchargers at the charging stations. She also believes that Northbrook should be a more inclusive community regarding affordable housing.

Ms. Bian 182 Wellington Road - Has similar concerns about the noise levels that may be produced by this new development. How will current residents be protected from dust and noise during the construction? How will the privacy of the current neighborhood be protected? A few trees will not do it.

Dick Dragowitz, 1247 Mt. Vernon Terrace, Northbrook - Wanted to know where else this developer has done similar developments and if they have been successful. Have you put a supermarket in there?

Following a question raised earlier in the evening by Commissioner Hebl asking how the required parking for a 70,000 square foot grocery store related to a similar sized fitness facility, Director Poupard distributed a paper summarizing the parking comparison. The 70,000 square foot grocery store would require 280 spaces, while a 93,000 square foot fitness facility (so larger) requires 295 spaces.

Chairman Franklin told the applicants they now have the opportunity to respond to questions asked.

Mr. Bunke responded to some of the questions from the audience. There was a comment regarding the noise from the outdoor dining patios. All the outdoor dining spaces are inwardly focused towards the "great lawn" area. The only exterior outdoor areas would be the private resident patios.

Mr. Tritt noted that a comment that was brought up repeatedly was storm water. There is a significant increase in pervious surface for the proposed plan than what is there today, just by virtue of fact there is all but zero there today. The landscape grade change from upper to lower level is just about the only pervious area today, so we have added a lot of landscape area that will slow up rainfall and its path into the river. The traffic study was done and is available online. We are replacing Macy's with approximately 100,000 fewer square feet of retail operation than exists there today. So, the trade off on uses is 100,000 less square feet of retail space against 300 residential units.

Chairman Franklin moved to close the Public Hearing. Second. All in favor.

Commissioner Elisco feels that this is a great project that needs to be fine-tuned and requires a bit more information, i.e., a scheme that steps back with height and how it relates to the roadway and relationship to the residents. He would like to see the formula for parking. What will be the rules and regulations on purchasing a parking spot? Will a three-bedroom apartment be allowed to purchase five spots, leaving the studios with no parking? Commissioner Elisco requested that the Applicant return with cross-section drawings depicting the height relationship between the

proposed building and existing adjacent residences. He would like to see a larger scale on the landscaping proposed to provide privacy for the neighbors. Lastly, he would like to see the material boards at the next meeting to see the exterior finishes. Commissioner Elisco also stated that it is not within the Plan Commission's ability to require affordable housing.

Commissioner Melnick would like to see better communications with the surrounding neighbors. He understands that there is a need for a grocer but would like to see it more solidified. He is looking forward to seeing where this goes.

Commissioner DeBartolo feels this is a visionary way to look at retail. 25% of our tax comes from Northbrook Court. He feels it is appropriate to amend the Comprehensive Plan for this property. His main concern is how the property impacts the mall and since the mall is in conjunction with the development, it should be a seamless transition. The other issue is the neighbors; however we can address the setback would be great.

Commissioner Lawrence agrees with the other Commissioners. She is struggling with the setback on the south end and agrees with the neighbors in the area. She is comfortable with everything but the setback issues. She doesn't feel a grocery store will work in that area and wants to know about other uses that could occupy the space. Commissioner Lawrence further stated that they believed affordable housing would be appropriate at this location.

Commissioner Hebl likes the project and agrees with the other Commissioners on the setback issue. She did state that the inclusion of affordable housing would be great.

Commissioner Sandler likes this proposed development and feels the property is very important to Northbrook. This appears like a mini city and he questions what will be going in next. He wants to make sure that the parking will be sufficient for the residents. He also has concerns about the grocery store and if a 70,000 sq. ft. grocery store be successful with 1,000 residents. He would also like to know the impact on the school district.

Commissioner Pepoon thinks this is a great project. Setback height is important and away from the residents. He would like more attention to the landscaping. Commissioner Pepoon also stated that this would be a site to consider affordable housing.

Commissioner Jacobs likes the concept and likes what the developer has put forth. He would like to see a staggered height approach for the apartments to alleviate the impact on the setbacks. He doesn't feel that landscaping will really alleviate this. With regards to the bike lane, this is the speediest part of Ring Road and has concerns about its placement in this area.

Chairman Franklin feels that this is a beautiful project. She does not feel there is enough parking for the residents in the garage. She has concerns about the grocery store but is nervous that if the grocery doesn't work, it's a huge building to be empty. She would like to see other proposed uses for this building. The screening along the southern portion of the property is not enough.

Motion and second to reopen the Public Hearing on Thursday, April 4, 2019 at 7:30 p.m. All in favor.

5. OLD BUSINESS

None.

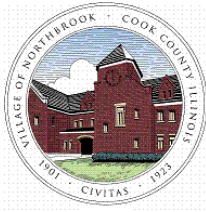
6. NEW BUSINESS

None.

7. ADJOURN

On voice vote, a motion to adjourn passed unanimously.

Adjourned at 10:17 p.m.



MEMORANDUM VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: PLAN COMMISSION
FROM: MICHAELA KOHLSTEDT, DEPUTY DIRECTOR
DATE: APRIL 4, 2019
SUBJECT: PCD-18-16: 1515 LAKE COOK ROAD – NORTHBROOK COURT REDEVELOPMENT

INTRODUCTION

On April 4, 2019, the Plan Commission will conduct the second public hearing for Docket No. PCD-18-16, an application submitted by Northbrook Anchor Acquisition, LLC (the “Applicant”) along with Westcoast Estates (the “Owner”) as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road (the “Subject Property”). The Applicant, consisting of a partnership between Brookfield Properties and Ryan Companies, proposes a redevelopment of the western portion of the Subject Property with the inclusion of a multi-family residential structure, a grocery store, and several restaurant and retail spaces. The proposed redevelopment was noticed for the following relief, with modifications noted as struck-through, and additions in bold and double underline below:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80’ ~~and 5 stories, whichever is less;~~
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150’ to 73’-3”;
- j) Approval of ~~Final~~ **Tentative** Plat of Subdivision; and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

SUMMARY OF MARCH 5, 2019 PLAN COMMISSION PUBLIC HEARING

On Tuesday March 5, the application underwent its first public hearing. Following a staff presentation, the Applicant presented a summary of the proposed redevelopment, after which members of the public provided comment, as did the members of the Plan Commission. The comments heard from the members of the public included:

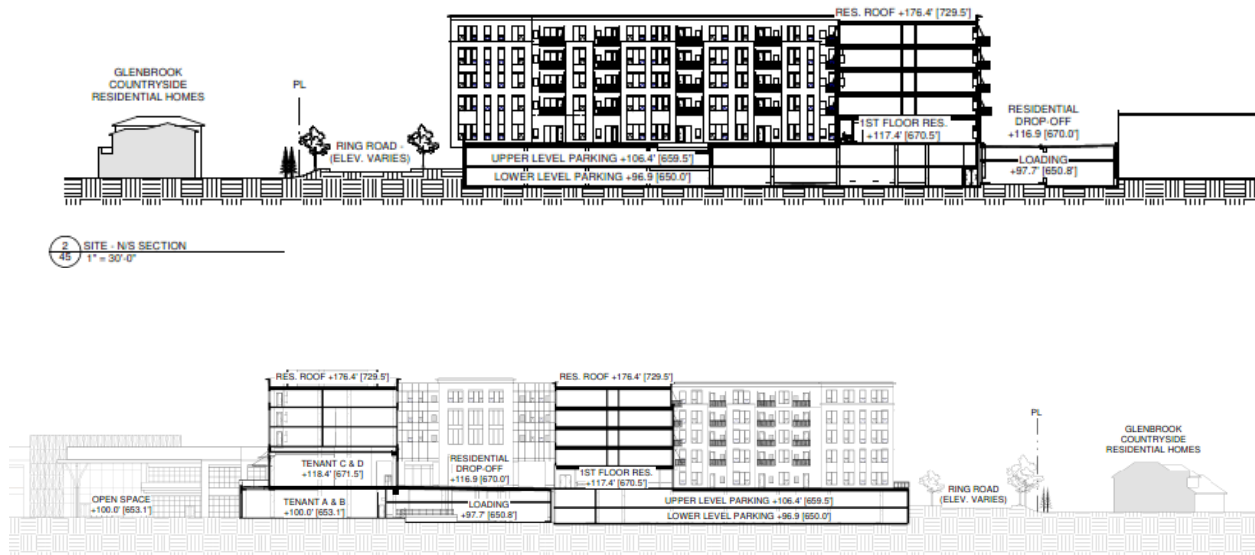
- Concerns with potential increase in stormwater runoff.
- Impact of traffic on Lake Cook Road, as well as a concern with the traffic signal timing along Lake Cook Road at the shopping center intersections.
- A member of the public raised a concern with the impact the development would have on the schools.
- It was questioned whether or not the community needed another grocery store.
- Various noise concerns were raised, ranging from the sound emitted from the apartment building balconies and outdoor spaces, to the proposed music events in the great lawn area being proposed, and any additional evening events or outdoor evening dining in the summer.
- Two members of the public questioned if affordable housing would be included in this development.

Following the public comment, the commissioners discussed the application. The Commission found the proposed redevelopment to be generally appropriate; however, there were several concerns which required additional information from the Applicant and possible modifications to the plan.

The Applicant has submitted the attached revised plans, along with the attached memo responding to some of the comments heard during the first public hearing. The revised plans have been routed for staff review, however comments are not due back until April 8, so there is no additional feedback from staff on the revised plans at this time.

Below is a summary of the comments provided to the Applicant from the Plan Commission during the public hearing, as well as the Applicant's response, and when applicable, staff commentary.

- **Comment:** *The overall height and massing of the residential building along the southern property line should be reviewed to consider modifications to reduce the impact on the adjacent existing residences.* The Commissioners suggested making the northern portion of the residential building taller to reduce the height along the south using a step-back method in the overall design. The Commission also requested that the Applicant provide a cross-section depicting the relationship of the proposed building to the adjacent residential properties.
 - I. **Applicant Response:** The Applicant has revised the building design to remove a portion of the wall along the southern façade to reduce the expanse of wall directly adjacent to the existing residences to the south. While the Applicant has removed this part of the building, it has not been added elsewhere to the north. The Applicant has responded that due to the cost of construction types, the building cannot be any taller at any point in the development without creating a hardship to the developer. Attached to this report are revised elevations supplied by the Applicant, as well as the cross-sections requested by the Plan Commission which can also be found on the following page.
 - II. **Staff Comment:** It should be noted that the revised plan is more similar to the original design presented by the Applicant during the preliminary review process.



- **Comment:** *Provide justification for the number of parking stalls being proposed indoors for the residential development.*

- **Applicant Response:** The number of stalls being provided allows for 1 stall per bedroom based upon the proposed unit mix ranging from studios to three-bedroom units. The overall ratio is approximately 1.5 spaces per unit when including the additional 32

tandem parking spaces that are being proposed and made available to tenants renting the larger two and three-bedroom units. The Applicant's response states that this parking meets the current trend used for similar developments operated by the same agency which has been retained to operate this facility.

- II. **Staff Comment:** The Village Zoning Code requires that all parking stalls be accessible from a compliant drive-aisle, resulting in the fact that tandem parking stalls which accommodate two cars, only count as one parking space. The Applicant meets the required number of parking spaces on the Subject Property as a whole without the inclusion of counting the tandem parking stalls.
- **Comment:** *Provide additional justification for the needed setback variation, and work with the neighbors on improving the screening and buffering the development from the existing residences to the south.*

- I. **Applicant Response:** The Applicant has revised the landscape plan to include proposing installation of coniferous screening trees along the southern property line on the Subject Property, with a majority of the trees proposed as being installed on the adjacent properties. The Applicant met with residents of the unincorporated Glenbrook Countryside development to the south to discuss the revised building design, and additional landscaping.

The Applicant has also stated that the requested setback variation reduces the required setback from 150' to 73'-3" which is still a greater setback than would be required in the R-8 district for a similar size building where the setback requirement is 30' from a rear lot line without a requirement for a transitional setback.

- II. **Staff Comment:** The Applicant has not provided any letters from the adjacent property owners stating agreement to allow the installation of trees. Similar arrangements for screening to developments have occurred in the past where trees were installed on adjacent properties, but letters from the adjacent property owners were included consenting to the installation of trees on their properties. The Applicant will want to provide signed letters from the three properties where they are proposing to install additional screening.

It should also be noted that in the R-8 District, the maximum allowed height is 65' while the Applicant is proposing an 80' building.



- **Comment:** *Several members of the Plan Commission stated that the redevelopment project would be an appropriate area to consider the inclusion of affordable housing.*

- I. **Applicant Response:** The Applicant has stated that the financing of the project did not account for affordable housing, and that an affordable rent program would eliminate the financial viability of the redevelopment.
- II. **Staff Comment:** It should be noted that the Village has an Affordable Housing Plan which identifies area in town that are appropriate for affordable housing. Lake Cook Road, and the Northbrook Court Shopping Center, were not included on the list of appropriate areas for affordable housing. The list generally identifies areas near the downtown and train station as appropriate. We have included a copy of the 2005 Affordable Housing Plan in the Plan Commission packet. We have also included the Neighborhoods, Housing & Community Diversity Element of the Northbrook Comprehensive Plan. Goal NH-1 of the Comprehensive Plan states:
 - “NH 1. Provide housing that meets the needs of the entire population of Northbrook” This goal is to be accomplished by the following methods:
 - Review and refine as needed the specific recommendations of the Village’s 2005 Affordable Housing Plan.
 - Review and amend, as needed the Comprehensive Plan, land use and development regulations, Capital Improvement Plan and Annual Budget to implement the goals of the Village’s Affordable Housing Plan.
 - Work cooperatively with agencies, private developers and non-profit organizations to locate housing in Northbrook intended to serve Northbrook’s special needs populations.
 - Promote zoning regulations which allow a variety of residential densities and housing types with appropriate setbacks, height restrictions and related development standards.

The Affordable Housing Plan of the Village has not been amended since it was adopted in 2005 and no more specific affordable housing goals have been established by the community since the Comprehensive Plan was adopted in December 2010.

- **Comment:** *The Plan Commission requested that the Applicant provide adaptive reuse plans for the proposed 70,000 square foot grocery building.*
 - I. **Applicant Response:** The Applicant has not returned with plans for adaptive reuse of the building, stating in their attached response that their market studies have determined that there is a demand for a new grocery offering in Northbrook. The Applicant further explained their experience with replacing and repurposing vacant anchor tenants. According to the Applicant’s experience, re-tenanting solutions can include a broad range of uses including entertainment, lifestyle, grocery, and restaurant uses along with some traditional retailers.
- **Comment:** *Consider modifying the proposed use table to allow bowling facilities as a permitted use, while daycares would require a special permit.*
 - I. **Applicant Response:** None.
 - II. **Staff Comment:** The comment to allow bowling alleys as a permitted use, while

requiring a special use permit for daycares has also been taken into account and is reflected in the below table. The Plan Commission will want to determine if the proposed uses below are appropriate.

VILLAGE SIC CODE	DESCRIPTIVE TEXT	C-1	C-2	C-3	C-4	C-5
7000.01	Hotels, Except Residential				<u>S</u>	S
7389.01	Business Services, Not Elsewhere Classified		P	P	<u>P</u>	
8351.00	Child Day Care Services	S	S	S	<u>S</u>	S
9864.00	Multiple Family Dwelling Units				<u>S</u>	
9870.00	Home Occupations Subject to Section 9-102				<u>P</u>	
5510.01	Motor Vehicle Dealers (New & Used), But Not Open Sales Lots				<u>P</u>	P
7514.00	Passenger Car Rental				<u>P</u>	C, S
7930.00	Bowling Centers				<u>P</u>	S
7991.00	Physical Fitness Facilities	C, S	C, S	C, S	<u>P</u>	C, S

Also attached to the staff report at this time is the public correspondence which has been received by the Village following the first public hearing.

Lastly, during the first public hearing, the Commission had asked for a response from the impacted School Districts 28 & 225. Attached to this report is a letter from District 28 along with an email from District 225, both of which find the proposed project to be appropriate under the terms agreed upon during the Joint Review Board meeting that recommended approval of the TIF along with additional payments to both school districts.

SUMMARY

In summary, the Applicant is proposing a large redevelopment of the western portion of the existing shopping center. While reviewing the request, the Commission will want to consider the following items:

1. Is it appropriate to amend the Comprehensive Plan to designate the Subject Property as appropriate for Mixed Uses?
2. Is it appropriate to grant a rear setback variation to reduce the required rear setback from 150' to 73' for the proposed residential structure?
3. Is it appropriate to grant special permit approval to allow:
 - a. Multiple buildings on a single zoning lot, and
 - b. Multi-Family Residential uses on the Subject Property?
4. Is it appropriate to amend the current site plan for the proposed plan as the center evolves from a traditional retail center (as contemplated with the present C-4 District standards) to a mixed-use development with the inclusion of a 315-unit luxury apartment building, high-end grocer, and additional restaurant and retail businesses?
 - a. If so, is the proposed site plan appropriate with the inclusion of outdoor spaces and connection to the existing mall?
 - b. Does the proposed site plan have adequate on-site circulation and access for parking, as

well as pedestrian friendly connectivity?

- c. Is it appropriate to include a 70,000 square foot structure in the development if it is not used by a grocer? If a different user is proposed for the building, should the Applicant have to return to the Village for review?
5. Is it appropriate to amend the Zoning Code to include additional uses as requested by the Applicant in the C-4 district? Specifically, multi-family residential and hotel as special permit uses, and day care as a special permit use?
 - a. Is it appropriate to amend the Zoning Code to allow the uses proposed by staff: automotive sales without an open sales lot, car rental, and physical fitness facilities in excess of 2,500 square feet as a permitted use? Is it appropriate to allow bowling lanes as a permitted use?
6. Is it appropriate to amend the Zoning Code for the following items:
 - a. to no longer apply the transitional setback requirement for the C-4 district to residential structures within the C-4 district adjacent to residentially zoned properties?
 - b. to allow for a maximum height of 80 feet in the C-4 district? and
 - c. to allow a reduction in the minimum required parking stall dimensions for parking stalls located in an enclosed residential parking garage from 9'x20' to 8'x18'?
 - i. if this is an appropriate amendment should it apply only to the C-4 district, or to any district where an enclosed residential parking garage is located?

The Applicant and staff will be in attendance during the April 4 meeting to answer any additional questions.



Plan Commission

Special Meeting

~ Minutes ~

1225 Cedar Lane
Northbrook, IL 60062
www.northbrook.il.us

Debbie Ford
(847) 664-4013

Thursday, April 4, 2019

7:30 PM

Board Room

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Steven Elisco	Commissioner	Present	
Norm Jacobs	Commissioner	Present	
Jeff Sandler	Commissioner	Present	
Dan Pepoon	Commissioner	Present	
Jeremy Melnick	Commissioner	Present	
Mark DeBartolo	Commissioner	Present	
Johannah Hebl	Commissioner	Present	
Jennifer Lawrence	Commissioner	Present	
Marcia Franklin	Chairman	Present	

2. MINUTES APPROVAL - March 19, 2019

Commissioner Elisco moved and Commissioner Jacobs seconded a motion to approve the minutes for March 19, 2019. On a voice vote, the motion passed unanimously.

3. COMMUNITY PLANNING REPORT

None.

4. HEAR FROM THE AUDIENCE

None.

5. REVIEW OF DRAFT RESOLUTIONS

1. **DOCKET NO. PCD-18-18: 1910 TECHNY ROAD - M/I HOMES TOWNHOMES (Public Hearing is Closed.)** Consideration of a draft Resolution recommending approval of an application filed by M/I Homes of Chicago, LLC as contractual purchaser of the property commonly known as 1910 Techny Road, which is owned by TCP Techny, LLC for the purposes of authorizing the following zoning relief: A. Rezoning from I-1 Restricted Industrial to R-8 Multiple Family Residential district; B. Special permit for Concept Plan approval for a Planned Development with 84 townhouse dwelling units; C. Variation of the Subdivision Code to reduce the width of the right-of-way of proposed streets within the development from 60 feet to 52 feet; D. Variation of the Subdivision Code to allow a sidewalk on only one side of the proposed public street within the development; E. Variation of the Subdivision Code to Waive the Requirement to Bury Overhead Utility Lines along the Techny Road frontage of the Subject Property; F. Approval of a Tentative Plat of Subdivision; G. Variation to reduce the number of required off-street parking spaces within the development; H. Site Plan Approval; and I. Approval of any such variations, waivers, and zoning relief as may be necessary.

Commissioner Elisco moved, and Commissioner Jacobs seconded, to approve Resolution No. 19-PC-05 for Docket No. PCD-18-18, 1910 Techny Road - MI Homes Townhomes as prepared and submitted by Staff. Approved by a roll call vote with Commissioner Sandler abstaining.

6. CONTINUED REVIEW OF APPLICATIONS

1. **DOCKET NO. PCD-18-16: 1515, 1555, 1775 LAKE COOK RD – NORTHBROOK COURT SHOPPING CENTER (Second Public Hearing).** An application filed by Northbrook Anchor Acquisition, LLC along with Westcoast Estates as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road, for the purposes of authorizing the following zoning relief: a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses; b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court; c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District; d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District; e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80' and 5 stories, whichever is less; f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage; g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units; h) Special Permit for Multiple Buildings on a Single Zoning Lot; i) Variation to reduce the required rear setback from 150' to 73'-3"; j) Approval of Final Plat of Subdivision; and k) Approval of such other zoning relief as may be necessary.

Michaela Kohlstedt, Deputy Director reported that the proposed site is located at the west end of the shopping center. The property is Zoned C4, Regional Shopping and it is the only C4 property in the Village of Northbrook. The site plan has been revised slightly following the first public hearing on March 5. The applicant is seeking an amendment to the Comprehensive Plan to designate the property for major corridor multi use. A series of text amendments, one being to adopt a new site plan for the shopping center into the Zoning Code which is a unique situation, as this is the only C4 property. A text amendment for the transitional setback on the south side, text amendment for a series of uses and allow for a change in height from 55 feet to 80 feet by Special Permit, and a text amendment to allow for a reduction in stall dimension sizes for parking spaces in an enclosed residential parking garage. There are special permits and variations proposed for multiple buildings

on a single zoning lot, multi-family residential, height in excess of 55' and a rear setback variation from 150' to 73'. During the first public hearing, the Commission heard concerns from the public relating to storm water runoff, impact of traffic on Lake Cook Road and the shopping center intersections, impact the development would have on the schools, is there a need for an additional grocery store, and noise concerns relating to the open dining and open green space and affordable housing. Comments from the Plan Commission included the overall height and massing of the residential building along the southern property line should be reviewed to consider modifications to reduce the impact on the adjacent existing residences. During the first public hearing the Commission suggested that the applicant consider reducing the height on the south end with the idea of making the northern portion of the residential building taller. While the applicant did not do that, the applicant did provide the cross sections that were requested by the Plan Commission. The applicant eliminated a façade expanse on the south façade of the proposed residential building opening the second interior courtyard and reducing the elevation mass on the southern exposure. They were able to do this without increasing the height on the northern portion of the structure. They have also stated that they are maintaining a unit count of 315 units even with that design modification. Another item raised was to provide justification for the number of parking stalls being proposed indoors. The applicant has responded that their parking plan accounts for one parking stall per bedroom with an overall rate of one and a half stalls per unit. The applicant is proposing approximately thirty-two tandem parking spaces that are not counted in the overall parking. The tandem parking would go to the larger two and three-bedroom units, who are likely to have multiple vehicles. Another concern was that the applicant provide additional justification for the needed setback variation on the south side of the property and to work with the neighbors on the screening and buffering of the development. The Commission also asked that the applicant provide adaptive reuse plans for the proposed 70,000 sq. ft. grocery building while the applicant didn't provide specific plans. They reiterated that their market studies determined that a grocery store is still in demand for this area.

Commissioner Hebl asked for an explanation on the uses. Ms. Kohlstedt explained the C4 District uses and which are permitted, or which ones would require a special permit.

Commissioner Jacobs stated that he would like to see the passenger car rental changed from a permitted use to conditional use.

Chairman Franklin would like to see the size of the physical fitness facility have a cap on it. She doesn't have a problem expanding it from 2,500 sq. ft. but there needs to be a limit on the size.

Adam Tritt, Sr. Vice President with Brookfield, presented a slide presentation and stated that a lot of the comments and feedback from the Commission and public were taken into consideration and they have put together more detailed responses. Mr. Tritt explained how they were able to obtain this property when they purchased the Macy's property in 2018, which was the opportunity needed to get this plan together. Their plans are to complement the existing mall.

Dan Walsh, Sr. Vice President Ryan Companies, partner with Brookfield Properties, stated that when the placements of the residential units were chosen, they worked on creating a structure that minimizes the impact to the neighbors. They created a structure that has the parking on the first two floors, with one floor below grade and then placed the residential structure on top, and that allowed them to create a building footprint that created variation and relief to the neighbors to the south. After hearing comments from the Commission and neighbors, they went back to see how

they could reduce the impact to the neighbors to the south. They have come up with a plan that eliminates the wrap on the east courtyard, effectively reducing the facade at its closest point to just over fifty percent. At the closest point, they are at 73 feet but most the building ranges from 100 to 200 feet in terms of proximity to the property line. A meeting was hosted at Northbrook Court with the Countryside Neighborhood Association, which was well attended, showing the proposed plan. New to the proposal is additional landscape screening. There is a minimal amount of space between Ring Road and the property line, so they came up with the option of 33 Evergreen trees that range in height from 10 ft. to 16 ft. when initially installed and they grow at a rate of about 1 ft. per year. The primary discussion centered around the 150 ft. setback and being able to comply with that is something they are not able to do. The C4 Zoning District was established in 1974 and the 150 ft. setback was intended for a one million square foot regional shopping center with massive buildings. Also discussed was the landscaping. The "great lawn" is the centerpiece of the redevelopment, a public space for all of Northbrook to use and enjoy. There will also be various courtyards with landscaping, a dog run, pool, a sun deck, grills, cabanas, hot tub and some private patios. Regarding concerns about the residential parking capacity, they have contracted with Lincoln Parking Consultants and they have determined that 1.5 parking stalls per unit is recommended. In addition, the parking garage will also contain 32 tandem parking spaces bringing the amount to 1.6 parking stalls.

Adam Tritt spoke on the concerns about the grocery tenant. He stated they did market research to help assess the demand for a grocer. Those reports came back very positive for the need for a grocer at that location. It will not move demand from an existing grocer but will satisfy an unmet demand. There were a lot of concerns about what if the grocer failed. Instead of bringing about specific plans, any number of things could go into that location. We are responsible owners and will ensure that all buildings will be put to market uses. We are active landlords and take pride in our properties.

Commissioner Lawrence asked Mr. Tritt what his long-term vision for this property is. Mr. Tritt responded that his vision would be to see this type of use extend across the site in some form or fashion.

Commissioner Lawrence asked if this was the best location to put these apartment buildings. Mr. Tritt said if they owned every bit of property within the rectangle, then the answer would be no. If the mall wasn't there, the answer would be no.

Commissioner Lawrence stated that the Commission would have liked to have seen other scenarios for placement of the residential apartments that wouldn't have brought them so close to the edge of the property line, then place the grocery store on an out parcel. Mr. Tritt responded that they did look at other scenarios and they didn't work for several reasons.

Commissioner DeBartolo asked Dan Walsh if it was correct when he said seventy-five percent of the buildings were at seventy-three feet on the left and on the right we're at fifty percent of the buildings at seventy-three feet where fifty percent of the buildings are one hundred and fifty feet more plus. Mr. Walsh pointed out the area in question to Commissioner DeBartolo.

Commissioner Pepoon asked if the residential buildings were moved to the west of the grocery store, how far back would the setback be. Mr. Walsh replied that if the residential buildings were moved, the grocery would not have the front field of parking, which would render the grocery store

unfeasible. Mr. Tritt interjected that having the residential apartments where they are creates the continuous flow with the mall. If they were not located there, it would just be apartments adjacent to a mall.

Commissioner Melnick asked Mr. Tritt if he plans on keeping this a C4 and he replied yes.

Commissioner Sandler asked Mr. Walsh if he knew for a fact if the screening proposed could be done, being that there is an issue with the easement. Mr. Walsh replied that it looked as if it was doable but needs to look further into that. Deputy Director Kohlstedt responded that the adjacent property owners have not expressed support for the installation of trees on their individual properties.

Commissioner Pepoon asked if any residential is feasible on top of the grocery store. Mr. Walsh responded that they looked into that, but the grocery store would not allow that, and it would also be a much more expensive execution.

Commissioner Jacobs asked if they looked at the north south dimension and looked at shifting it further into what is a parking field right now. Mr. Walsh stated that they looked at a variety of footprints including a larger longer building expanding to the west, but it started to encroach on the parking for the grocer.

Commissioner Hebl asked if they really thought that a 70,000 sq. ft. grocery store is the wave of the future with more people using in home box delivered meals, ordering groceries online, etc. Mr. Tritt responded that this is the size of the grocery store the retailer they are working with feels they would need to be successful.

Chairman Franklin asked if there was a minimum number of parking spaces that the grocery store insisted on. Mr. Tritt stated that they are providing ample parking spaces for them, so there weren't any negotiations relating to parking.

Ken Smith, 1802 Walnut Circle, Northbrook - President of the Glenbrook Property Owners Association, stated that when he first saw this plan he thought it was great. Great for the Village, great for Northbrook Court but as usual, the devil's in the details. Since 2000, there has been a lot of building going on in Countryside. This association is contesting the building, the location of the building with its 73.2 feet. The tree solution will not work, there are retention areas in the back and side yards of two of the homes, possibly more. There are also ComEd wires there, so planting trees would be totally out of the question. It was suggested at the Northbrook Court Town Hall meeting that they take the whole apartment building and turn it around, and put it closer to Lake Cook Rd. If the restaurants and grocery store were located on the opposite side, the residents and homeowners can live with that. He is confident that the Plan Commission will make the responsible decision and not to allow the setbacks and the height variances requested by the applicant. He recommends that the apartment buildings be turned around.

Jimmy Shen, 226 Linden Road states that his backyard faces Macys. Imagine yourself cutting your lawn in the back and 80 feet away is a five-floor condo looking down at you. I don't care how big the trees are, it doesn't matter you have no privacy.

Jim Becket, 232 Linden Road stated that he was here on March 5th and many of his neighbors on

Linden Road, who weren't here that evening, are right on the Ring Road. We were invited on March 20th to meet with the developers, but some were not invited, i.e., the family at 214 Linden Road. He has a house for sale and was told from realtors that he should expect some devaluation on his property. He has suspended the sale of his house while this is all going on, until he can get some clarity and some certainty on what is to happen.

O. Chhatiwala, 214 Linden Road stated his house is on the east side of the property. When he found out about the revitalization plan, he was excited and eager to see the project go on. Then, about two weeks ago some members of the community told them that there will be a five-story building right behind his backyard. Then he started losing sleep. His privacy will be gone forever. Residents from the apartments will be looking down on them. All the screening will only screen from the road, not from people looking out their apartment windows. The noise levels will go up, safety will be compromised, and our home values will be going down. They are not opposed to this project, just move the apartments to a different site. The financial interests of the homeowners need to be considered.

Maximino Caballero, 220 Linden Road showed the Commission some images of the location of his home, and the views from his house and the view from the proposed project. He is a native of Spain and it was not uncommon to see this type of development a tall building next to a house. Often, this all involved corruption. He cannot believe that he is facing this type of development here. There are going to be 350 rental families 75 feet away from his home, looking in his yard and windows. Safety is an issue. They will be able to know all the comings and goings. This is an invasion of privacy. The only solution the developer proposed to fix the privacy issue was to plant some trees, which is ridiculous. It may work for the first floor of the building but not the other four. This cannot be done. He wants to sit down with the developers and come up with a solution that works for both parties. Please do not approve the height and setbacks.

Louise Ristow, 1910 Walnut Circle, which is in the middle of Glenbrook Countryside. She has lived in this area for 48 years and remembers when Northbrook Court was a riding stable and a farm. There is talk about the necessity of more restaurants but in a two-mile radius in Northbrook there are about 17 to 20 restaurants and a mile and a half away in Deerfield there are 14 to 15 restaurants. There is talk about more grocery stores and again in less than a two-mile radius there is Jewel, Mariano's and Sunset Foods. Within a five-mile radius, you can add in Heinen's, two more Mariano's and Whole Foods. There is also a totally empty grocery store at Caldwell Corners, less than a mile from Northbrook Court. A high-end grocery store lasted less than two years at the Glen. The necessity for apartments, she understands that there is a trend for that for people her age, but within the last two years and going forward, there will be anywhere from 1,200 to 1,400 additional apartments between Northfield, Northbrook and Deerfield.

Mel Septon, 1925 Beechnut Road, Glenbrook Countryside hopes that the Commission will not grant permission to build an 80-foot-high building, 73 feet away from residents. It is truly an unreasonable request. Hopefully, you'll hold off until there is a more comprehensive plan for the entire Northbrook Court. He was on the Skokie Plan Commission and knows about these things. He has seen many proposed projects that sound wonderful in the beginning and change as time goes by. To allow this building this close to residents is unreasonable. Unless the developer plans on bringing in Sequoias and Redwood Trees from Yosemite, that's not going to happen with 20-foot-high trees. The Plan Commission should require them to build a 50 ft. high building that is 150 ft. minimum from the residences.

Nancy Hirsch, 23 Cottonwood Road asked if these new proposed apartment families would be going to Westmore or going to Greenbrier School. Chairman Franklin responded that District 28 Administration has looked at this and didn't have any objection. Ms. Hirsch replied, but, where would they be going. There are going to be kids all over Northbrook Court, buses, etc. There is a real safety concern there. She lives near there and they don't need another grocery store. Please take into consideration our property, our kids, where we live and everyone else's safety when you decide.

Carey Weiman, 230 Hickory Ct. Northbrook states that he has a 10-year-old and a 12 year old. He loves where he lives, he loves Northbrook Court and he wants it to do well. Whenever the Botanic Garden has bands or fireworks, he can't imagine what the pool and all the housing sounds will be like. Maybe this could go somewhere else. He can just see people calling 911 for noise complaints.

Yan Belfor, 212 Hickory Ct. wants to know why the developer hasn't shown other properties like this that they have developed and are successful.

Leonard Ginzberg, 215 Hickory Ct. located at the south west point of the subdivision, so any changes proposed from the past meeting to this meeting will in no way affect his property. He has a 13-year-old son that uses his backyard frequently with friends. The backyards in this neighborhood are used as sanctuaries. Having this proposed building so close to our properties eliminates any privacy and the feeling of safety. Mr. Ginsberg is strongly urging the Plan Commission to not allow the applicant to have the variance of height and variance of setbacks.

Betty Kahn, 1175 Lake Cook Road is here representing eighty-eight condo owners that live at 1125 and 1175. Ms. Kahn just wants the Plan Commission to know that their worse fear is the additional traffic to Lake Cook Road and the wear and tear to that street. Ms. Kahn suggested that if Northbrook and Highland Park could possibly work together to open the intersections between Ridge and Lee, and the one that goes to the center of the shopping center, that it's very possible that could alleviate some of that traffic. Not a lot, but at least a little.

Chairman Franklin moved to close the public hearing. Second. All in favor.

Commissioner Elisco was hoping to see more of a drastic change in the plans. The height when first presented was not acceptable and some other form needed to be presented. The minimal changes made did not address any of the problems brought up with that building the first time around. The developer gave a lot of materials on the market viability of both grocery store and the apartment building but were never shown any evidence that either of those uses are the best uses for this parcel. He suggested going back and look at the apartment building and make it work to the satisfaction of everyone, otherwise we're at a standstill and we'll have to wait for new plans. Everyone has stated that they want this for Northbrook Court, but it has to happen to the satisfaction of all the residents and all the Commissioners. In regards to the grocery store, adaptive reuse, he wasn't looking for site plans and alternate drawings; he was looking for proof of successful redevelopment and viable solution in case the grocery store goes out. Regarding the landscape screening, we proposed the landscape screening not to hide the height of the building obviously, but to give you some extra privacy from the courtyards that are there, the extra trash, the extra activity, the extra traffic, etc. In order for Commissioner Elisco to vote yes on this petition, they would have to change the apartment building with the height and possibly the orientation, the grocery store, he

needs to see alternatives in case it does fail and he needs to see the letters from the residents approving the extra screening, also taking into consideration the various easement considerations that might be involved.

Commissioner Melnick stated that he could not top what Commissioner Elisco said so, he agrees.

Commissioner DeBartolo views the grocery store differently, he feels it's a great idea. He also believes that if the grocer failed, the developers are in the business to redevelop it. He is going on the assumption that they know what they're doing. He doesn't have an issue with an anchor grocery store. His major concern is that Northbrook Court is 25% of the Villages' tax revenue and we need to maintain that. He wants this to work, but also does not want to burden the residents on the south end. He would like to see the height reduced. A lot of people are complaining about privacy, but when you buy a piece of property this close to the mall, you had to relinquish some of that privacy. You had to say to yourself at one point, maybe something will change and maybe this open space isn't going to be this open space anymore. We all must move forward and we all have to change.

Commissioner Lawrence stated that she is not getting the feeling that there is the level of trying. She needs to see more from the developers that they have gone the full extent to do what they need to do, to prove to this Commission that they have done everything that they can possibly do to mitigate concerns. These neighbors should not have to bear the burden for the success of Northbrook Court. When these people bought their homes, there were guidelines in place and those guidelines were the zoning restrictions that are there now. She feels that it is her duty to maintain those guidelines, especially in this situation where it is such an extreme. She is a definite "No" unless they can come back with better options.

Commissioner Hebl stated that Commissioner Elisco was very clear at the last meeting and it seems we're back at square one. An unknown grocer is calling the shots on residencies above them and the size of their building. She likes the idea of redevelopment and wants it to thrive. The homeowners are flexible, they've made their stance on height and distance but other than that, there doesn't seem to be an objection to the plan. We need to get somewhere in between where we are right now with the height. If that means a change of location or the grocery store has to be revisited at a future date and we just look at residential and restaurants for now, then so be it.

Commissioner Sandler commented that we need to stop looking at Northbrook Court as we did when it was built. All the malls are going away, they have to be redeveloped. However, we need to reach a balance. Northbrook Court is going to be redeveloped piece meal, that's just the reality of it. Last meeting, he was very bullish on this project but this time, he was hoping to hear a little bit more. He is still in favor of development here, but he feels the plans need to be revisited. He feels that this redevelopment is being driven by a grocery store. The property is challenging and whatever is put there will have some impact on the neighbors.

Commissioner Pepoon stated that at the last meeting, he stated that this was a great project and felt that we were close and was excited to see what the developers were coming back with to make things better. He was disappointed with what he saw tonight. He is very enthusiastic still but, needs to see better plans by pushing the building back at the south end and bringing the building lower.

Commissioner Jacobs stated that the building mass for the residential piece is the issue with all of

this. Overall, he doesn't have a problem with the plans; it's the building mass at the edge of the property abutting the residential properties that is the problem. He encouraged the developers to address this problem.

Chairman Franklin is cognizant of the site limits the developer has to work within. She reminded everyone that no zoning lasts forever, and that the Village has to be flexible over time. She agrees with her fellow Commissioners and was disappointed with the level of plan modifications made for tonight. She stated that the developer must move the building further north for her to vote in favor of this redevelopment.

Barry Nekritz spoke on behalf of the developer. They will attempt to show that this is in fact the best way to redevelop the site. They will make another effort to see what they can do. It is very difficult, they do not have control over the site. They will try and satisfy the negatives and try and answer more of the questions. He is requesting to come back on May 7, 2019.

Motion and second to reopen the public hearing on May 7, 2019. All in favor.

The applicant requested to have Resolutions prepared either way so that it could be voted on at the May 7, 2019 meeting. Chairman Franklin replied that they will not be considering resolutions on May 7.

7. OLD BUSINESS

None.

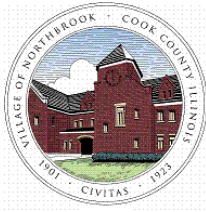
8. NEW BUSINESS

None.

9. ADJOURN

On voice vote, a motion to adjourn passed unanimously.

Adjourned at 10:11 p.m.



MEMORANDUM VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: PLAN COMMISSION
FROM: MICHAELA KOHLSTEDT, DEPUTY DIRECTOR
DATE: MAY 7, 2019
SUBJECT: PCD-18-16: 1515 LAKE COOK ROAD – NORTHBROOK COURT REDEVELOPMENT

INTRODUCTION

On May 7, 2019, the Plan Commission will conduct the third public hearing for Docket No. PCD-18-16, an application submitted by Northbrook Anchor Acquisition, LLC (the “Applicant”) along with Westcoast Estates (the “Owner”) as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road (the “Subject Property”). The Applicant, consisting of a partnership between Brookfield Properties and Ryan Companies, proposes a redevelopment of the western portion of the Subject Property with the inclusion of a multi-family residential structure, a grocery store, and several restaurant and retail spaces. The proposed redevelopment was noticed for the following relief, with modifications noted as struck-through, and additions in bold and double underline below:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80’ ~~and 5 stories, whichever is less;~~
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150’ to **100’** ~~73’-3”~~;
- j) Approval of ~~Final~~ **Tentative** Plat of Subdivision; and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

SUMMARY OF APRIL 4, 2019 PLAN COMMISSION PUBLIC HEARING

As noted earlier, this will be the third public hearing held by the Plan Commission on the proposed redevelopment of the west side of Northbrook Court shopping center. During the first public hearing, held on March 5, 2019, the Commission found the proposed redevelopment to be generally appropriate; however, there were a number of concerns (most notably the placement of the proposed apartment building and the long-term use of the building designated for a grocery store tenant) which required additional information from the Applicant and possible modifications to the plan. The site plan reviewed during the March 5 public hearing is depicted below.

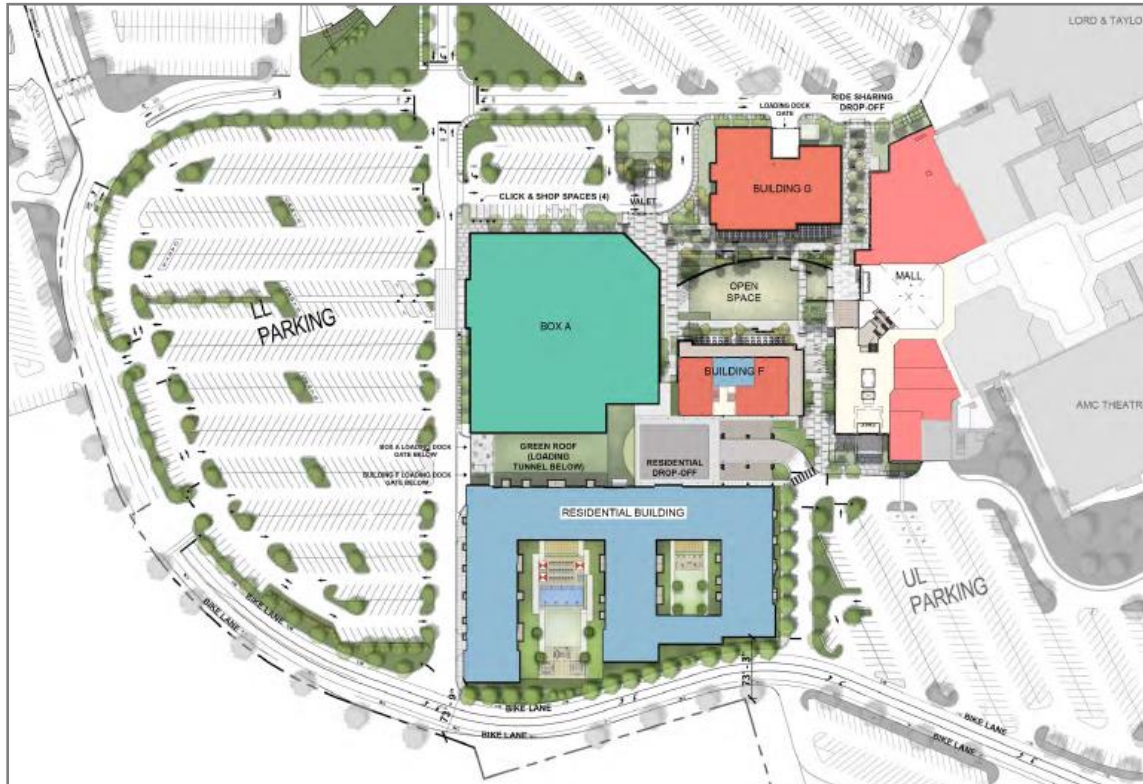


Figure 1: Site Plan for First Public Hearing

On Thursday April 4, the application underwent its second Plan Commission public hearing. Following a staff presentation, the Applicant presented a summary of the proposed redevelopment, after which members of the public provided comment, as did the members of the Plan Commission. The comments heard from the members of the public, which consisted primarily of residents from the Glenbrook Countryside subdivision located to the south of the mall, included the following items:

- Concerns with the size of the apartment building and its proximity to the existing residential homes to the south, including the adverse impact the development may have on privacy;
- Loss of property values;
- Noise from the outdoor spaces created with the apartment building and the accessory pool; and
- Concern of wear and tear on Lake Cook Road from the additional traffic and the road is already in disrepair.

Following the public comment, the commissioners discussed the application. The Commission did not believe that the Applicant returned to the second public hearing with sufficient modifications to the plan to address the items raised by the Commission during the first public hearing. The proposed site plan from the second public hearing is displayed below.



Figure 2: Site Plan - Second Public Hearing

REVISED SUBMITTAL FOR THIRD PUBLIC HEARING

After hearing the comments from the Plan Commission and members of the public during the April 4 public hearing, the Applicant has made further revisions to the proposed site plan. They have provide a brief narrative highlighting the changes, but plan to provide much more detail concerning each of the points during their presentation to the Plan Commission on May 7.

Below is a summary of the comments provided to the Applicant from the Plan Commission during the public hearing, as well as the Applicant's response, and when applicable, staff commentary.

1. **Comment:** *The overall height and massing of the residential building along the southern property line should be reviewed to consider modifications to reduce the impact on the adjacent existing residences.* This was a carry-over comment from the first public hearing which the Commission did not feel was successfully addressed for the second public hearing. The Commissioners continued to suggest further increasing the setback from the south property line, stepping back the top floor(s) of the building and perhaps increasing the height of the apartment building on the north side of the complex instead of the south side.
 - a. **Applicant Response:** The Applicant has further revised the overall design of the site as a whole, and the apartment building specifically, to address the massing of the structure in proximity to the southern property line. The Applicant has shifted the proposed residential building 27' to the north, thus **increasing the southern setback from 73' to 100'-4"**.

In addition to increasing the setback from the south, the Applicant has also **modified the design of the apartment building to step-back the top floor of the building** to reduce the building mass as viewed from Ring Road and to the south. To maintain the same number of units in the development, the Applicant has included a new small wing of units on the north side of the apartment building adjacent to the motor court, away from the neighbors to the south.

To accommodate the shifts, the proposed grocery store ("Box A") was shifted to the north. This caused a modification to the parking field and pick-up drop-off area north of the grocer and west of "Building G" (restaurants and retail that face the Open Space). Building G was also reconfigured.



Figure 3: Site Plan - Second Public Hearing

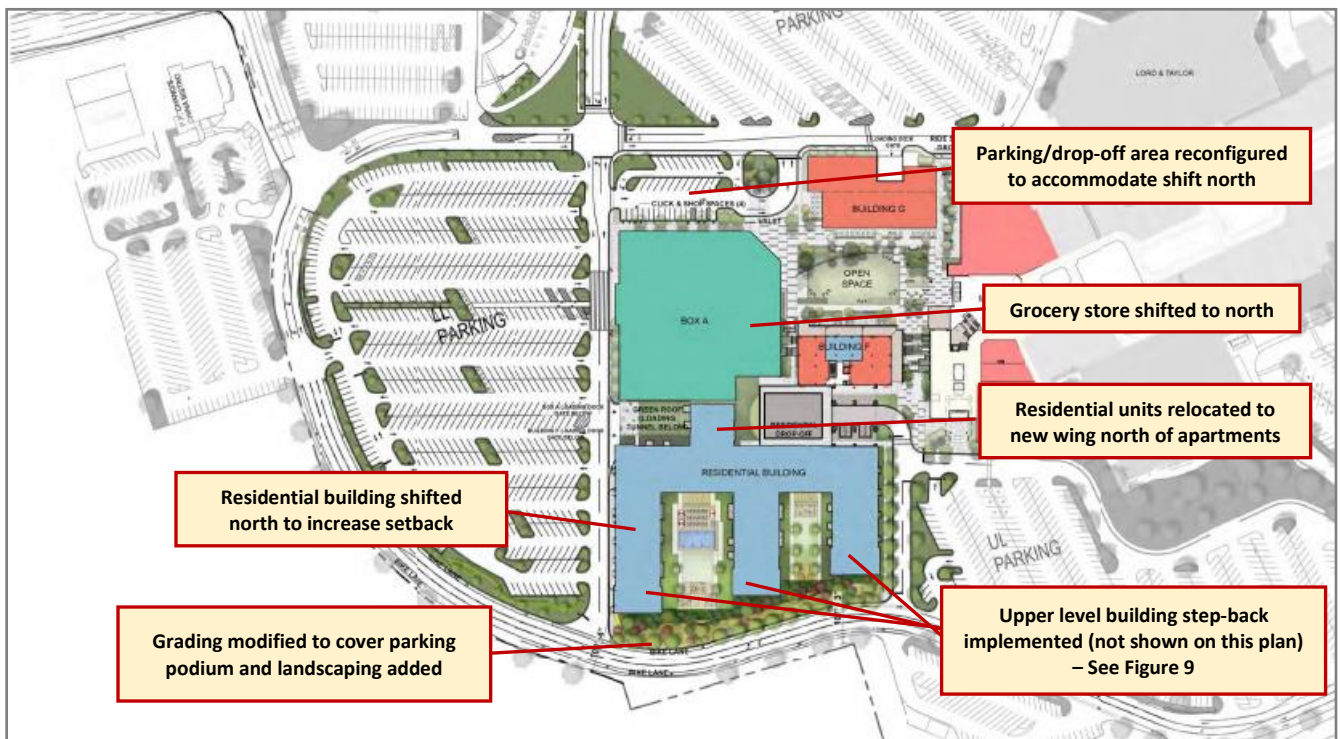


Figure 4: Modified Site Plan for May 7 Public Hearing

Lastly, the Applicant has also redesigned the grading and landscaping along the south side of the apartment building with the inclusion of a berm that now fully conceals the previously seen above ground parking structure below the apartment building. The façade now appears solely as the livable units for four floors of apartments when viewed from Ring Road along the south side of the apartment building.



Figure 5: Site Plan - Second Public Hearing

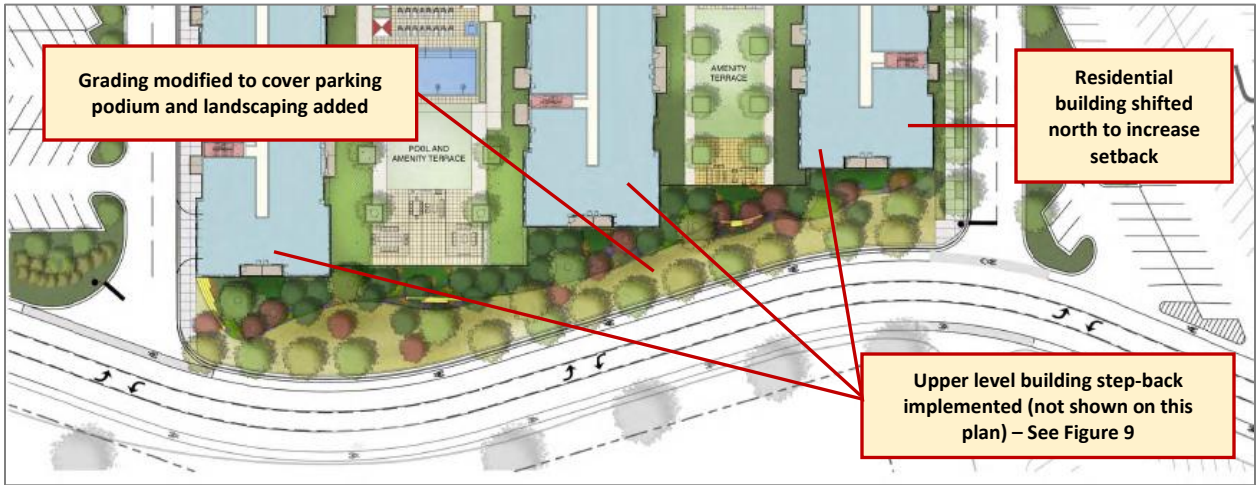


Figure 6: Modified Site Plan for May 7 Public Hearing



Figure 7: Cross-Section Plan - Second Public Hearing

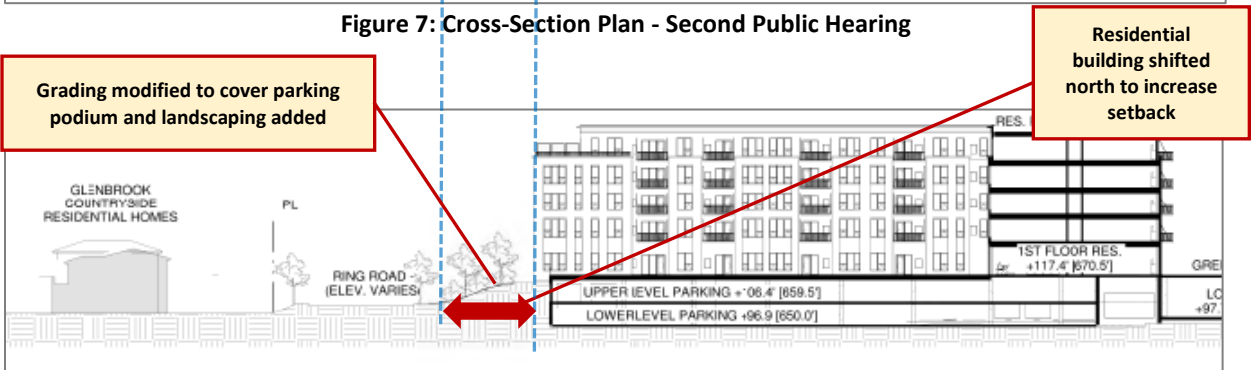


Figure 8: Cross-Section Plan for May 7 Public Hearing



Figure 9: Revised Building Elevation - Upper Level Step-Back on South End Shown

- b. **Staff Comment:** It should be noted that the Applicant has also continued to maintain the south elevation design that has removed the expanse of wall which was shown during the second public hearing, which resulted in a reduction of massing being located within proximity to the Ring Road. Shown above is an image of the revised south elevation as proposed with the increased setback and fifth floor step-back.

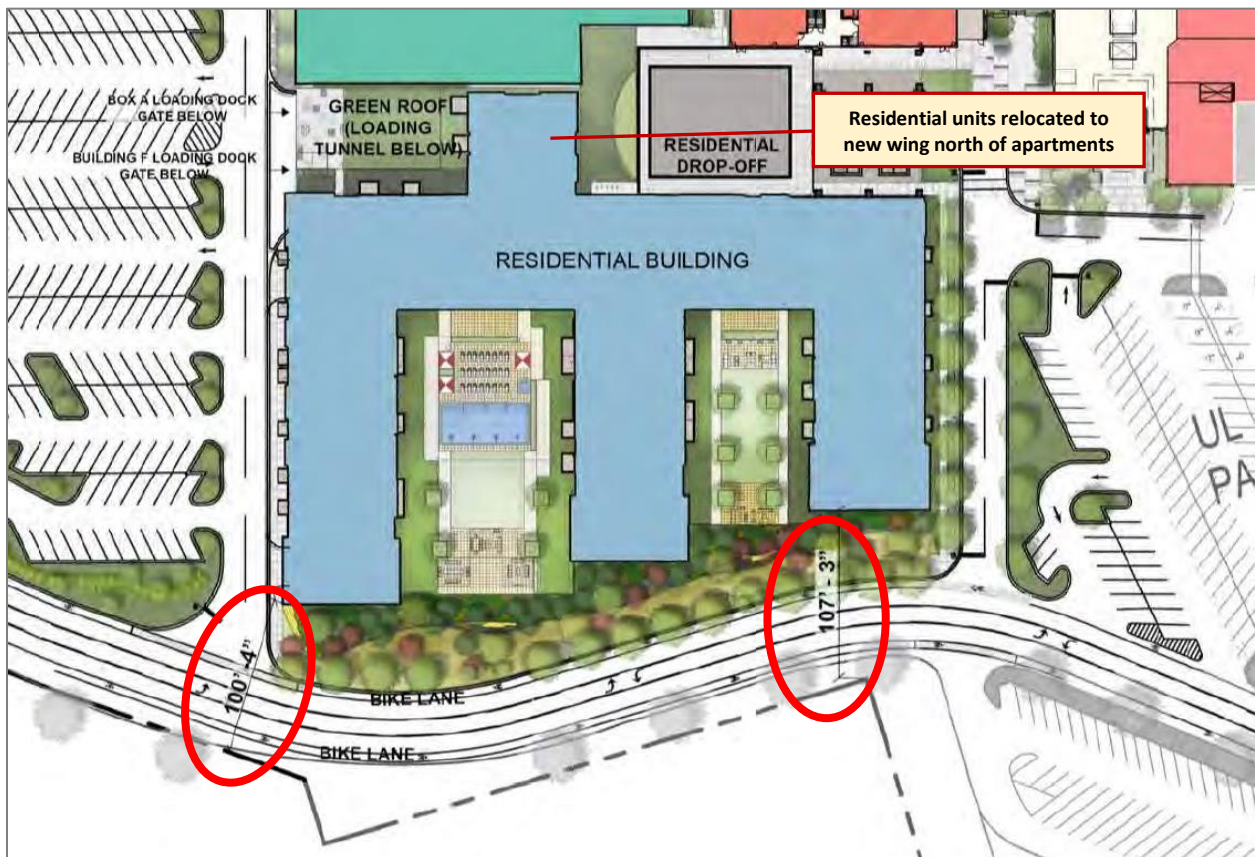


Figure 10: Close-Up of Modified Site Plan for Residential Building – New Setbacks Shown



Figure 11: Site Plan - Second Public Hearing

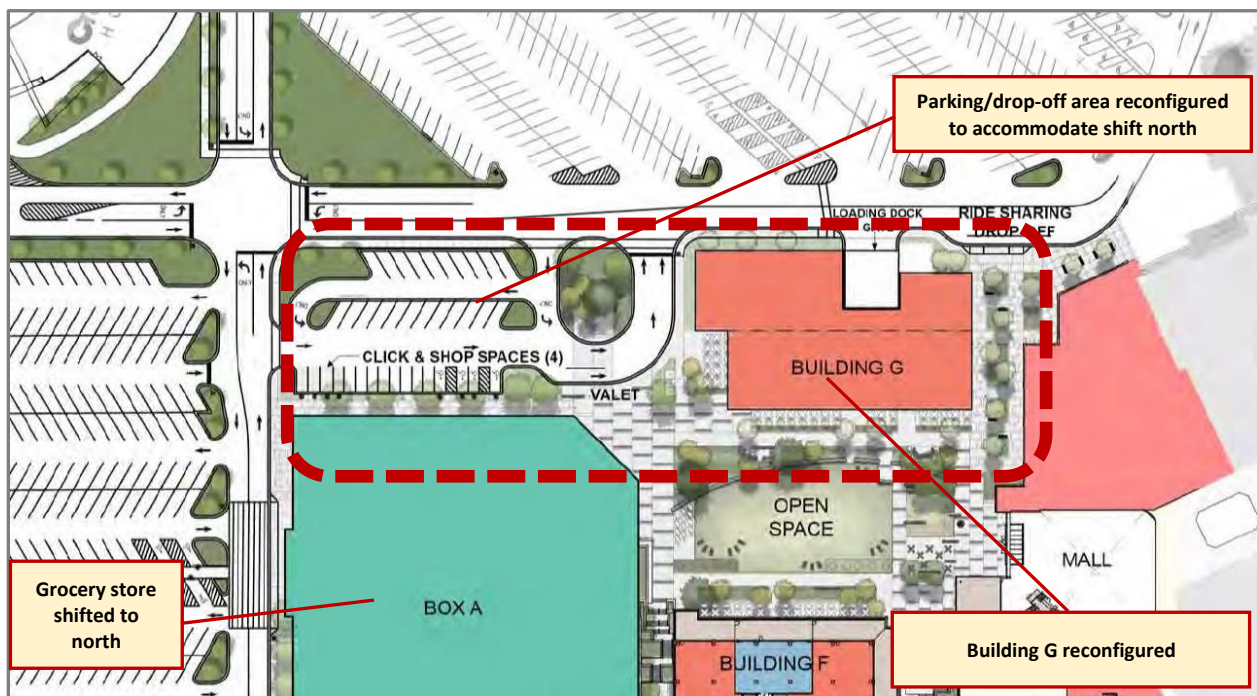


Figure 12: Modified Site Plan for May 7 Public Hearing

2. **Comment:** *The Plan Commission requested that the Applicant provide adaptive reuse plans for the proposed 70,000 square foot grocery building.* The Commission maintained an interest in the Applicant providing examples of their experience with adaptive reuse of the grocery store structure. While the Applicant's previous response stated that they have experience, the Commission preferred that the Applicant show examples of how the structure could be reused.

- a. **Applicant Response:** The Applicant provided a written narrative stating their experience and re-tenanting solutions for adaptive reuse of buildings prior to the second public hearing. The Applicant has not submitted any additional information regarding adaptive reuse at this time for consideration.
- b. **Staff Comment:** The Applicant has informed staff that they will be making a presentation with visual aids depicting adaptive reuse images for the 70,000 square foot grocery building during the third public hearing on May 7.

In regards to the concern raised by members of the Plan Commission that 70,000 square feet may be too large for a grocery store, staff would like to note the following recently constructed grocery stores in the Northbrook area:

- Mariano's at Skokie Boulevard/Dundee Road – 75,000 sq. ft.
- Mariano's at Sanders/Willow Roads (Glenview) – 90,000 sq. ft.
- Whole Foods at Willow Festival – 60,000 sq. ft.

3. **Comment:** *The Plan Commission questioned if the proposed redevelopment site plan was the optimal site plan for the Subject Property.* Some members of the Plan Commission wanted the Applicant to show other site plan configurations that contemplate moving the apartment building further away from existing residential. The Commission would like to see how the Applicant has arrived at the proposed site plan.

- a. **Applicant Response:** The Applicant has not provided a specific written response with their submittal, but plans to address this in detail during their presentation to the Commission and public.
- b. **Staff Comment:** The Applicant has shared with staff that their presentation will show a few other site plan configurations noting the constraints that the redevelopment must work within due to topography, utilities, and existing agreements with other stakeholders in plan on the mall property. This information will be presented by the Applicant during the May 7 meeting.

ZONING CODE TEXT AMENDMENTS

While reviewing the proposed text amendments for the proposed redevelopment, staff has further assessed the uses being considered for the C-4 District. During the second public hearing, some members of the Plan Commission were concerned with allowing any size physical fitness to be permitted by right in the C-4 District.

Staff conducted a review of the most recently approved physical fitness uses and found that physical fitness businesses located in in-line multi-tenant shopping centers tend to be 4,000-7,500 square feet in area. The Hi-Five fitness use that was recently approved at Northbrook Court is 14,248 square feet in area.

Currently, the square footage for physical fitness and membership sports and recreation uses is capped at 2,500 square feet for being conditionally permitted. Based upon the square footage of these uses recently considered elsewhere in town, staff is suggesting an amendment to allow physical fitness facilities and membership sports and recreation uses to be **conditionally permitted when no greater than 10,000 square feet**. If a proposed use exceeds 10,000 square feet in the C-4 District than a special permit would be required. The below table is an updated version of the proposed use amendments that accompany the application as requested by the Applicant and recommended by staff:

COMMERCIAL DISTRICTS USE LIST

VILLAGE SIC CODE	DESCRIPTIVE TEXT	C-1	C-2	C-3	C-4	C-5
E.	<u>RETAIL TRADE</u>					
5510.01	Motor Vehicle Dealers (New & Used), But Not Open Sales Lots				<u>P</u>	P
G.	<u>SERVICES</u>					
7000.01	Hotels, Except Residential				<u>S</u>	S
7389.01	Business Services, Not Elsewhere Classified		P	P	<u>P</u>	
7514.00	Passenger Car Rental				<u>S</u>	C, S
7930.00	Bowling Centers				<u>P</u>	S
7999.01	Amusement And Recreation Services, Not Elsewhere Classified		C, S	C, S	<u>C, S</u>	C, S
8351.00	Child Day Care Services	S	S	S	<u>S</u>	S
H.	<u>MISCELLANEOUS</u>					
<u>9864.00</u>	<u>Multiple Family Dwelling Units</u>				<u>S</u>	
<u>9870.00</u>	<u>Home Occupations Subject to Section 9-102</u>				<u>P</u>	
<u>9971.03</u>	<u>Building height in excess of the maximum permitted in the C-4 District, but not in excess of 80 feet</u>				<u>S</u>	

SPECIFIC APPROVAL CRITERIA FOR CONDITIONAL USES AND SPECIAL PERMIT USES

VILLAGE SIC CODE	DESCRIPTIVE TEXT
C.	<u>SERVICES</u>
7910.00	<u>Dance Studios, Schools And Halls in the C-2, C-3, C-4, and C-5 Districts</u> 1. The proposed use shall have a gross floor area no greater than 2500 square feet. If the gross floor area is greater than 2500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts</u> . 2. <u>The proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet, the proposed use shall require a special permit in the C-4 District.</u>
7991.00 7997.00	<u>Physical Fitness Facilities and Membership Sports & Recreation Clubs in the C-2, C-3, C-4, and C-5 Districts</u> 1. The proposed use shall have a gross floor area no greater than 2500 square feet. If the gross floor area is greater than 2500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts</u> . 2. <u>The proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet, the proposed use shall require a special permit in the C-4 District.</u>

SPECIFIC APPROVAL CRITERIA FOR CONDITIONAL USES AND SPECIAL PERMIT USES

VILLAGE SIC CODE	DESCRIPTIVE TEXT
7999.01	<p><u>Amusement and Recreation Services, Not Elsewhere Classified, in the C-2, C-3, and C-5 Districts</u></p> <ol style="list-style-type: none"> 1. The proposed use shall have a gross floor area no greater than 2500 square feet. If the gross floor area is greater than 2500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts.</u> 2. <u>The proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet, the proposed use shall require a special permit in the C-4 District.</u>

The Plan Commission will want to discuss if 10,000 square feet is an appropriate threshold for when a use is conditionally permitted versus requiring a special permit allowing the above noted uses, or if there is a more appropriate threshold greater than the current 2,500 square foot standard to consider.

ADDITIONAL INFORMATION

Prior to the second public hearing on this request, the Applicant amended their application to only seek tentative plat, rather than final plat, approval for the proposed redevelopment. A re-platting is necessary since there will be changes in the ownership that no longer coincide with existing parcel lines. The image below depicts the totality of the redevelopment area. Note that only a portion of PIN 04-03-200-029-0000 is included. This piece is being removed from the larger PIN and combined with the redevelopment area. The proposed tentative plat on the following page illustrates the removal of that portion of the PIN (Lot 1A) and combining it with the larger redevelopment site (Lot 1).

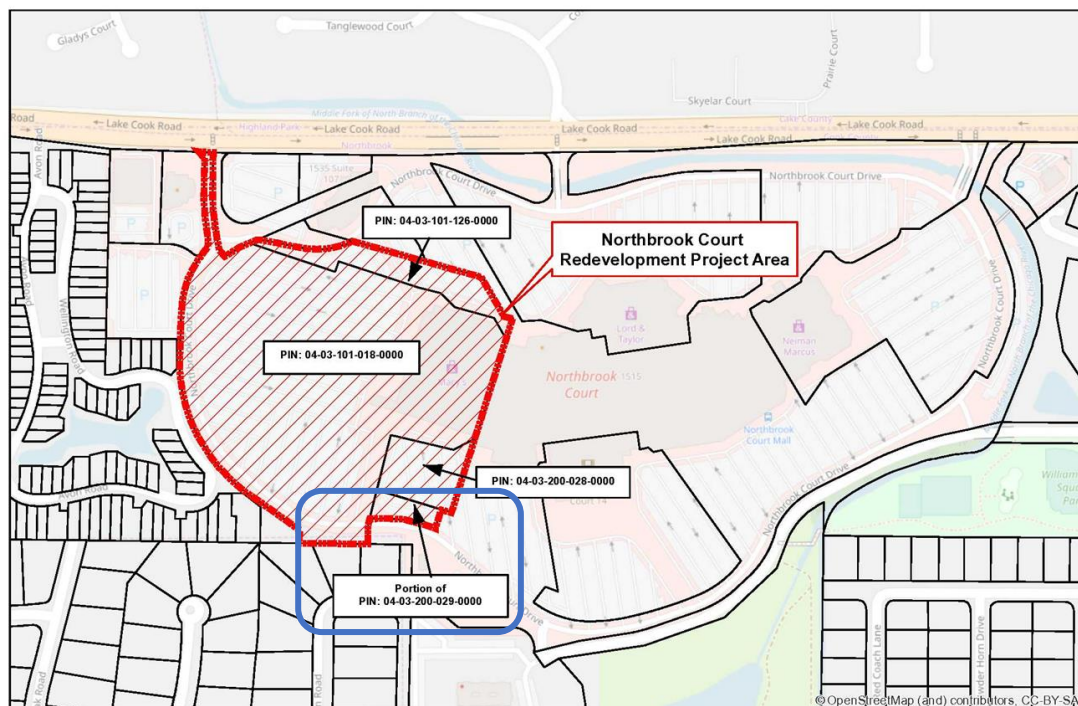


Figure 13: Existing Parcel Lines within Proposed Redevelopment Area

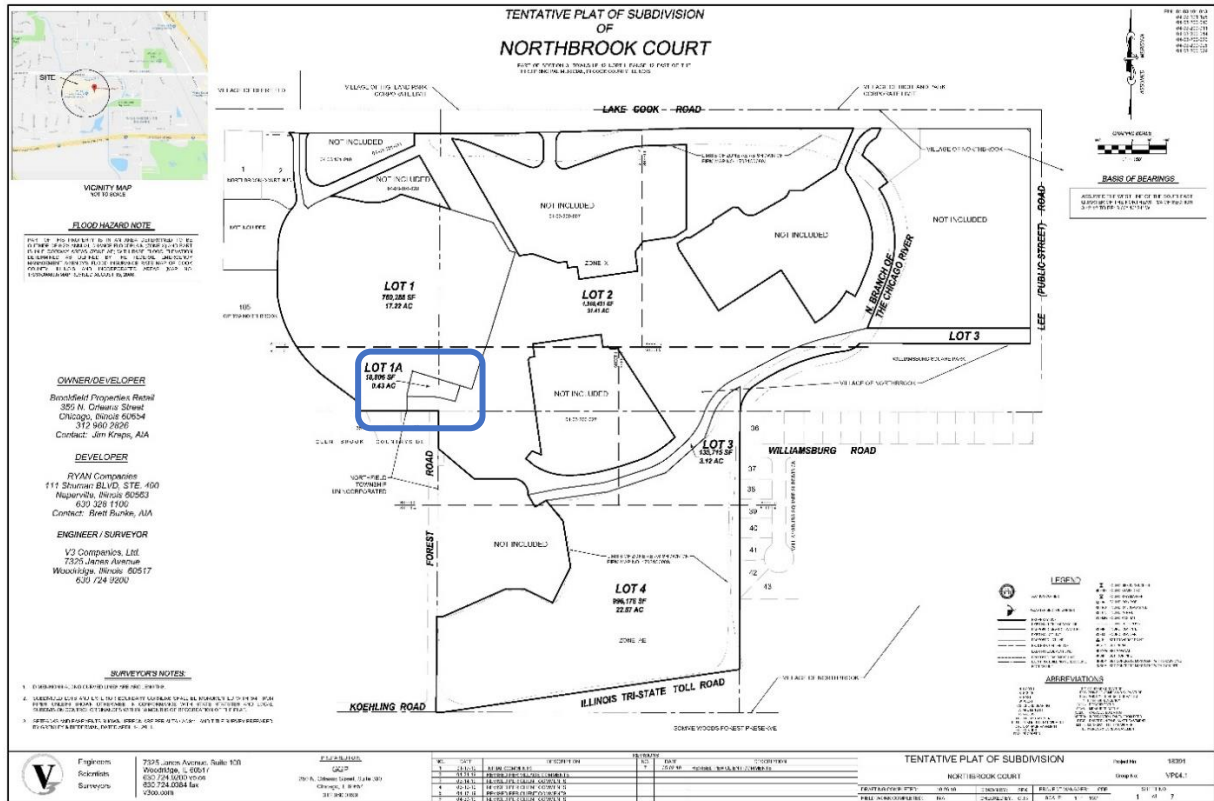


Figure 14: Tentative Plat

One component of the land division that will occur at a later date is unusual to our platting experiences in Northbrook. Because this is a mixed-use development, and the residential portion of the development will ultimately be owned separate and apart from the retail areas, the final subdivision plat will actually involve a three-dimensional component, as there is a section of the property where the residential building will be constructed atop the commercial component. This can be seen in elevation view in the images below.



Figure 15: Illustration of Residential Area over Commercial Component

The development agreement will ultimately specify how the Village will process the three-dimensional division of the residential and non-residential components. In some instances, the division occurs after the buildings are constructed so that the precise “altitude” of the division can be specified. We are working with the Applicant to specify at what point in the construction process (before the building is built, during or after construction) will work best for their financing.

The most recent set of plans included with this report for consideration have been routed for staff review. The plans do not include updated engineering or landscape plans, but the information was still shared with the Public Works Department for consideration. Attached to this report are the most recent comments from staff following a cursory review of the modified design. The Village Engineer has stated that the Applicant will still need to go through final engineering review, during which time the Applicant must comply with all engineering standards and specifications. The Applicant recognizes that this is necessary.

The Applicant continues to work with the Public Works Department to address outstanding items pertaining to the preliminary landscape plan the proposed trees for the site plan. In addition to needing to comply with all requirements for the Public Works Department, the Applicant still has outstanding comments that require being addressed to receive approval from the Fire Department. The Fire Department has stated that these are items that can be addressed during the final engineering

It should be noted that the Village did receive the attached correspondence from the neighbors to the south of the proposed redevelopment area. In addition to submitting the attached information, the neighbors are requesting an opportunity to present additional images during the public hearing. The attached letters indicate the concerns with the proximity and height of the proposed apartment building in relationship to their existing homes.

Finally, the Board of Trustees did approve a new tax increment financing (TIF) district for the Northbrook Court Redevelopment Area during their April 23, 2019 meeting. The establishment of the TIF district makes available a public-private partnership financing mechanism for the western section of the shopping center. **The establishment of the TIF district does not authorize any specific development plan on the Subject Property, not does it specify the terms of the requisite redevelopment agreement.**

SUMMARY

While reviewing the overall application, the Commission will want to consider the following items:

1. Is it appropriate to amend the Comprehensive Plan to designate the Subject Property as appropriate for Mixed Uses?
2. Is it appropriate to grant a rear setback variation to reduce the required rear setback from 150' to 100' for the proposed residential structure; an increase from the originally requested 73'?
3. Is it appropriate to grant special permit approval to allow:
 - a. Multiple buildings on a single zoning lot, and
 - b. Multi-Family Residential uses on the Subject Property?
4. Is it appropriate to amend the current site plan for the proposed plan as the center evolves from a traditional retail center (as contemplated with the present C-4 District standards) to a mixed-use development with the inclusion of a 315-unit luxury apartment building, high-end grocer, and additional restaurant and retail businesses?
 - a. If so, is the proposed site plan appropriate with the inclusion of outdoor spaces and connection to the existing mall?

- b. Does the proposed site plan have adequate on-site circulation and access for parking, as well as pedestrian friendly connectivity?
- 5. Is it appropriate to amend the Zoning Code to include additional uses as requested by the Applicant in the C-4 district? Specifically, multi-family residential, hotel, and day care as special permit uses?
 - a. Is it appropriate to amend the Zoning Code to allow the uses proposed by staff?
- 6. Is it appropriate to amend the Zoning Code for the following items:
 - a. to no longer apply the transitional setback requirement for the C-4 district to residential structures within the C-4 district adjacent to residentially zoned properties?
 - b. to allow for a maximum height of 80 feet in the C-4 district? and
 - c. to allow a reduction in the minimum required parking stall dimensions for parking stalls located in an enclosed residential parking garage from 9'x20' to 8'x18'?
 - i. if this is an appropriate amendment should it apply only to the C-4 district, or to any district where an enclosed residential parking garage is located?

The Applicant and staff will be in attendance during the May 7 meeting to answer any additional questions.



Plan Commission

Plan Commission

~ Minutes ~

1225 Cedar Lane
Northbrook, IL 60062
www.northbrook.il.us

Debbie Ford
(847) 664-4013

Tuesday, May 7, 2019

7:30 PM

Board Room

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Steven Elisco	Commissioner	Present	
Norm Jacobs	Commissioner	Present	
Jeff Sandler	Commissioner	Absent	
Dan Pepoon	Commissioner	Present	
Jeremy Melnick	Commissioner	Present	
Mark DeBartolo	Commissioner	Present	
Johannah Hebl	Commissioner	Present	
Jennifer Lawrence	Commissioner	Present	
Marcia Franklin	Chairman	Present	

2. MINUTES APPROVAL - April 16, 2019

Commissioner Elisco moved and Commissioner Jacobs seconded a motion to approve the minutes as amended for April 16, 2019. On a voice vote, the motion passed unanimously.

3. COMMUNITY PLANNING REPORT

Tom Poupard stated that at the last Board of Trustees Meeting, the Board unanimously approved the M/I Townhome Development on Techny Road as recommended by the Plan Commission. The Board also reviewed a preliminary application, which was a request for a small distillery on Techny Road to expand and have a tasting room. The Board felt that given its location, it was a good idea.

4. HEAR FROM THE AUDIENCE

None.

5. CONTINUED REVIEW OF APPLICATIONS

Attachment: 1515 Lake Cook - Plan Commission Staff Reports, and Minutes (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

- A. **DOCKET NO. PCD-18-16: 1515, 1555, 1775 LAKE COOK RD – NORTHBROOK COURT SHOPPING CENTER (Third Public Hearing).** An application filed by Northbrook Anchor Acquisition, LLC along with Westcoast Estates as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road, for the purposes of authorizing the following zoning relief: a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses; b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court; c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District; d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District; e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80'; f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage; g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units; h) Special Permit for Multiple Buildings on a Single Zoning Lot; i) Variation to reduce the required rear setback from 150' to 100'; j) Approval of Tentative Plat of Subdivision; and k) Approval of such other zoning relief as may be necessary.

Michaela Kohlstedt reported that the subject property consists of the west end of the Northbrook Court Shopping Center, which is zoned C4. The applicant has returned with a revised plan. Comments that were heard during the second public hearing included concern with the overall height of the residential building, along the southern property line, as well as the distance of the proposed residential building from the rear property line. The revised design being presented this evening, has moved the residential building and shifted it north approximately thirty feet. The grocer building shifted slightly to the north as well, which resulted in a reconfiguration of the parking field located north of the grocery store. The building for restaurants was reconfigured with a minor change in the shape. The applicant, in addition to shifting the residential building north, created a larger landscape buffer on the south end of the residential building, to hide some of the parking and on the fifth level of the building, a step back was included as recommended by the Plan Commission. With the units that were lost with these modifications to the building, the developer made a new small wing, located on the north side of the apartment building in an area that does not have a direct impact on the properties to the south. Another concern that was raised during the previous public hearings were for the applicant to provide adaptive reuse plans for the 70,000 sq. ft. grocery building being proposed. The applicant will address this during his presentation tonight. The requested relief remains similar to the original notice, with the most significant change being the rear setback variation, which was originally a request from 150' to 73' it is now a request to just over 100'.

Adam Tripp with Brookfield Properties, stated he has met with the neighborhood groups and they listened to their concerns. Mr. Tripp explained their redevelopment vision and what they are trying to accomplish at Northbrook Court. The Commission was shown new aerial views of the property and which parcels are restricted for building, as well as the area which they are focused on for their proposed redevelopment. Mr. Tripp discussed the grocery market study and stated that touching on national trends, grocery stores are more e-commerce resistant than other retail categories. Malls across the country are adding grocers to offer diversity to their tenant mix. In Northbrook, food store sales have increased from \$68 million in 1999 to \$142 million in 2017. Grocery store shopping trips are more frequent than other forms of retail and encourage cross shopping at Northbrook Court. Brookfield Properties has done fifteen grocery store locations in eleven states,

with greater than 900,000 square feet of total retail area with fourteen different grocery operators and have eleven additional grocery stores currently in development in six states. There were questions raised at previous hearings relating to the grocery store and what would happen to the building if the grocer didn't work out. One option would be to break up the building and create some smaller northern facing retail and the larger portion would be some other use facing the parking lot. The Commission was shown examples of retail redevelopment case studies that were other former anchor stores decommissioned into smaller retail spaces or redesigned as new stores.

Mr. Tripp further explained some of the shaping of the site as they have it proposed. He stated there are sanitary infrastructure issues that prevent them from moving further west. Brookfield Properties after listening to neighbor's issues, addressed the request of moving the residential to the north side of the property but the challenge with this location is that it cuts off retail traffic and visibility to Lake Cook Road, and the grocery store would be blocked off from line of sight. Another plan looked at was to flip flop the grocer and the residential, which creates a more condensed plan and leaves the grocer with insufficient parking and loading areas and moves it closer to residents in the south which is less than ideal. If the residential was moved west over the existing sanitary sewer, it would give the grocer building a more ideal space not having to deal with the grade change. The residential would comply with the setbacks, but unfortunately this creates a bunch of uses scattered around with not much synergy or interaction.

Dan Walsh with Ryan Companies presented the proposed site plan changes. Mr. Walsh stated that after the last Plan Commission Meeting, they met with the neighbors and the neighbors proposed three options: Move the residential to the north, move the residential 150' away or purchase their homes. Mr. Walsh stated that they listened to their concerns and understand their concerns and they are here today to propose a plan that they believe minimizes the impact to the neighbors. The new plan pushes the residential building north 27 feet, the grocer was pushed north 27 feet. The retail and restaurant building on the north side of the great lawn gets redesigned. The landscape area south of the facade has been increased, which will allow them to berm that area to fully conceal the lower level parking. The top floors of the residential buildings were stepped back by 18 feet to further soften the south façade, and we will install a small north wing on the north side of the property. The Commission was shown a series of images depicting the proposed changes.

Chairman Franklin asked where the building is stepped back, what the distance is from the lower portion to where the next floor is. Mr. Walsh responded that the step back is set back 18 feet.

Chairman Franklin asked if it was the intention that this development will all occur in the space where Macy's is or will there be more demolition on that end of the mall. Mr. Tripp responded that there is a little bit of mall demolition to make way for the project to help create flow, access and sight lines.

Commissioner Melnick asked where the entrance to the mall is, inside of the open space area. Mr. Tripp responded that it's to the right of the copper vertical image.

Commissioner Melnick asked if the grocery entrance will be on the west or north side. Mr. Tripp responded that there would be two entrances.

Commissioner DeBartolo asked how long it will take to develop this project. Mr. Tripp responded that if all goes as planned, they would begin the project this August and take about two years to

complete.

Commissioner Lawrence asked if there is a spot in the plans for children to play. Mr. Tripp believes that the open space and lawn space would be perfect for child play. Mr. Walsh said that the target market is expected to be active adults and young professionals and doesn't expect to see many children.

Commissioner Hebl asked if there was anything in the plan; for example, a walkway for Countryside residents to be able to stroll to the movies, grocery store or restaurants and not have to use their cars. Mr. Tripp stated that there is a footpath that connects Countryside to the shopping center and they are open to enhancing and improving it, but the neighbors were not really open to increasing foot traffic in the area.

Commissioner Jacobs asked if the residential setback could go further back as it appears to have more square footage now. Mr. Walsh responded that the total building square footage is very close to the original plan submitted in March.

Ken Smith, 1802 Walnut St., Northbrook - Mr. Smith doesn't feel that it is a great idea to enhance the walking path located in Countryside. Moving the residence building 28 feet further back is not acceptable to the residents. The consensus in the neighborhood is that everyone is against the residence building the way it stands. The neighbors want to see this project go through but not at the height of the residence buildings. They are basically too close and too high.

Leonard Ginsberg, 215 Hickory Court, Northbrook - Mr. Ginsberg is also speaking on behalf of Mr. Balfour, 212 Hickory Court and Mrs. Curtser, 45 Chestnut, all residents of Glenbrook Countryside. At the last meeting, Commissioner DeBartolo made a comment that the residents that moved into Glenbrook Countryside thirty years ago, should have understood that Northbrook Court is not a permanent structure and that things change and evolve. Mr. Ginsberg stated that when he moved into Glenbrook Countryside, some twenty plus years ago, Northbrook Court was a permanent structure as permanent as the Lincoln Memorial in Washington. No one could have predicted the impact of e-commerce, Amazon, etc. A redesign of this project should have started with a clean page not just animating buildings back and forth. He doesn't feel the developer did any serious changes other than cosmetic to try and correct the concerns of the neighbors. Many children that reside in Countryside walk to Northbrook Court to shop or go to the movies through the south side of the property, and he would be nervous about his children walking past a residence of active adults who are renters and do not have a connection with the community.

Mark Lenz, Attorney representing landowners immediately south of the residential complex, there addresses are 214, 220 and 232 Linden Road. His clients understand the need for redevelopment of Northbrook Court, but this is a proposed 80' building which impacts his client's privacy and may impact their property values. He is willing to sit down with the developer and the Village Zoning Staff and work out an acceptable compromise.

Janice Gould, 332 Powder Horn Drive, which is southeast of Northbrook Court along with 157 other homes. Speaking on behalf of Williamsburg Square Home Owners Association. She would like to have on record that when the plan is finalized, there be a traffic study done.

Ken Slepicka, 2215 Illinois Road, a twenty-year resident of Northbrook, stated that he believes that

Northbrook Court needs a redesign. If we lose Northbrook Court, taxes will go up 25%. You can't make everyone happy but sometimes you must do what's right for the whole.

Sally Guregian, 316 Cottonwood which is in Glenbrook Countryside. She states that she lives in a house that is not directly impacted but still has concerns. She is unhappy with the height of the residential building and its location. She is also concerned about the grocery store becoming another empty box store and she is concerned about the lack of lighting in the courtyards.

Julie Godnick, 1920 Walnut Circle wants to know if on the berm, the new trees will be saplings or full-grown trees. There doesn't seem to be any accessibility options by the proposed restaurants for handicapped people. She also asked if there will be any landscape coverage on the west side where there is 100' setback.

The resident from 1915 Beechnut in Glenbrook Countryside stated this project is a disaster for Glenbrook Countryside, they will lose safety, and traffic will be huge. There needs to be more proposals.

Cary Wineman, Hickory Court, stated that he loves Northbrook and is concerned that the new proposal for Northbrook Court may change the quality of life he loves in Northbrook. He moved into his home because they were single family houses on half acre lots, not multifamily homes. He is not happy about having an 80-foot building 75 feet from his property line. He is requesting that the variance going from 50 to 80 feet and the setback not be approved. Please do not vote until there is a plan that everyone can live with.

Mr. Labella 1931 Oakwood Road stated that he is not directly affected by the building, but traffic currently on Lake Cook Road is very difficult to try and go in and out of the mall. He questioned what it will be like after this project. He is worried that once traffic becomes an issue, people will decide to cut through his road to help the traffic flow. Maybe the builder could drop the height of the residence building and drop the number of tenants. This would alleviate many of the problems the neighbors currently have.

Louise Ristow, 1910 Walnut Circle states that there are at least eight to ten amendments to the Codes that the developer wants done; weren't they aware of the Codes before they took on this project? Why does Northbrook need another 70,000 sq. ft. grocery store? The footpath is a bush covered, litter covered walkway with an unknown drug dealer in the area.

Harout Papazzian, 302 Linden Road in the Countryside Community. Mr. Papazzio stated that he has lived in Glenbrook Countryside since 1992 and has peacefully coexisted with what is now Northbrook Court. He strongly opposes the zoning change. He did not see any substantial changes in the developer's redesign. Having a massive apartment complex so close to Glenbrook Countryside will adversely affect the residents in the area.

Jim Becket, 232 Linden Road appreciates the work the developers have done in making changes but feels it can be better. He read that the parent company of Lord and Taylor may be selling some of its buildings and they will be redeveloped. Maybe it would be a better idea to wait and redevelop Northbrook Court all at once. His house is currently for sale and he is worried about the value. He spoke with a residential appraiser and she didn't even want to touch it or guess at what the value deterioration will be. She suggested getting a commercial appraiser to get a true value of how much

house will depreciate in the area.

Mr. Chhatriwala of 214 Linden Road said the backside of his property overlooks Macys. He thanked the Plan Commission for hearing their concerns. The developers redesign still has the apartment building too close and too high. He requested the building be moved to a different section because homes in the area are being adversely affected by this. The applicant is seeking major variances, and these should not be approved.

Maximino Caballero 220 Linden Road, showed the Plan Commission photos of the development from his property and a comparison chart of condominiums/apartments in the area and their proximity to residential homes. This proposal is too close, too high.

Adam Tripp addressed some of the concerns raised by the neighbors. He stated that all 400 designated parking spaces for the residents will be within that parcel. Security seems to be an issue that was raised and stated that there will be security assigned to the apartment complex. His organization takes security very seriously.

Motion and second to close the public hearing. All in favor.

Commissioner Elisco stated that previously, the project was not going to be approved with the height of the building and the proposed setback. The compromise the Commission proposed was to move the building further north and reduce the height of the building by using a step-back design. The developer has done what was asked so, in his opinion he would approve the project as presented. With the berm and landscaping the building visually will not be 80 feet, it is 52 feet with the 18 foot step-back.

Commissioner Melnick appreciates the changes the developer made but he still doesn't feel they have done enough. This project needs to be done but there needs to be another try at a redesign. As it stands now, he cannot vote yes on it.

Commissioner DeBartolo agrees with Commissioner Elisco. He stated that they are a Commission to advise; they are small snippet of the community and they share the same passion for the community. Retail in the nation is changing and something must happen, we need to be innovative.

Commissioner Lawrence appreciates the developer's time on making changes. She feels it is very close but feels that the project is being driven by the grocery store. The community is telling you that a grocery store isn't going to work. She is very concerned.

Commissioner Hebl stated that she is satisfied with what the developers came back with. She thinks this is a good idea, it may not be perfect, but she does support this project.

Commissioner Pepoon stated that it is very important that Northbrook Court doesn't go dark. He feels the location of the apartment building is in the right place and thanked the developers for pushing it back. He feels the height of the apartment building closest to the south end is still about one story too high. In general, he very much supports the project.

Commissioner Jacobs thanked the developer and the community for their time. He would like to see some more reduction in the plans from the developer, but they did move it a little further away

from the neighbors in the south and they did step it back to reduce the overall mass. He believes they made a good effort to come with a plan that works for the community.

Chairman Franklin agrees with a lot of what was said by the Commissioners and thanked everyone for coming out to speak and that the Commission does listen and learn from them. The developer did listen and came back with some real changes. She feels we've gone as far as we can go here. It is her recommendation that staff prepare a Resolution.

Motion and second to have staff prepare a Resolution recommending approval of Docket No. PCD-18-16: 1550, 1555, 1775 Lake Cook Road, Northbrook Court Shopping Center as presented this evening. Approved on a roll call vote.

6. OLD BUSINESS

None.

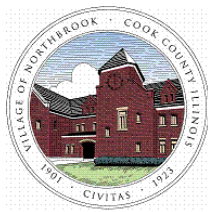
7. NEW BUSINESS

None.

8. ADJOURN

On voice vote, a motion to adjourn passed unanimously.

Adjourned at 9:59 p.m.



MEMORANDUM VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: ARCHITECTURAL CONTROL COMMISSION
FROM: MICHAELA KOHLSTEDT, DEPUTY DIRECTOR
DATE: FEBRUARY 21, 2019
SUBJECT: PCD-18-16: 1515 LAKE COOK ROAD – NORTHBROOK COURT REDEVELOPMENT

INTRODUCTION

On February 21, 2019, the Architectural Control Commission will review the design components of Docket No. PCD-18-1. This is an application submitted by Northbrook Anchor Acquisition, LLC (the “Applicant”) along with Westcoast Estates (the “Owner”) as owner of the properties commonly known as Northbrook Court Shopping Center located at 1555, 1515, and 1775 Lake Cook Road (the “Subject Property”). The Applicant, consisting of a partnership between Brookfield Properties and Ryan Companies, proposes a redevelopment of the western portion of the Subject Property with the inclusion of a multi-family residential structure, a grocery store, and several restaurant and retail spaces. The matter has not yet been before the Plan Commission, but a public hearing has been scheduled for March 5 requesting the following relief:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80’ and 5 stories, whichever is less;
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150’ to 73’-3”;
- j) Approval of Final Plat of Subdivision; and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

The application underwent a preliminary review before the Board of Trustees on September 25, 2018 during which time a majority of the Board found the proposed redevelopment to be generally appropriate. A copy of the staff report, and excerpt of the preliminary review meeting minutes are attached for reference. During the review the items which were raised that fall under the purview of the ACC included the screening of the existing residential properties to the west and south, as well as having Ring Road redevelopment in an appropriate pedestrian friendly manner.

PROJECT DESCRIPTION

The Applicant is proposing to demolish the existing Macy's department store structure located on the west side of the Subject Property to allow for redevelopment of the center in a manner that is consistent with current development trends. The Applicant is proposing a significant redevelopment of the shopping center's retail and dining mix focused on the western end of the property with the inclusion of a luxury multi-family apartment development.

At this time, the only items being reviewed by the ACC include:

1. the modified façade of the shopping center upon demolition of Macy's,
2. the outdoor open common areas, and
3. the residential structure.

Details concerning the other items depicted on the site plan (grocery store and other freestanding restaurant/retail structures have not yet been furnished and will need to return in the future for consideration by the ACC when tenant specifics are known. The Applicant has also stated that they will submit a sign application in the future which will also undergo review by the ACC at a later date.

- With the demolition of Macy's department store, the Applicant will also be demolishing a portion of the western end of the shopping center to create a new feature entry wall. This new wall will consist primarily of glass overlooking the outdoor "great lawn" accented by Lorin aluminum copper toned paneling, Dryvit on the top fascia, and stone.
 - If the current tenants remain, H&M and California Kitchen would both have the opportunity to have exterior entrances and building facades in their current locations. The ACC will want to consider how the proposed feature wall will relate to tenant spaces within the center, and whether or not it would be appropriate for interior tenants to have exterior signage since they may not have exterior visibility.
- The area referred to as the "great lawn" will be constructed of AstroTurf which the Applicant states has been proven to be the most successful for this element based upon previous similar shopping center designs in the area constructed by the Applicant. The great lawn will be surrounded by various shades of grey Unilock pavers and concrete pavement accented with hardwood forms and surfaces.
 - The proposed "great lawn" area will provide both passive and active uses for the guests and will be flanked by new sit-down restaurants. There will be a grand staircase connecting the first floor level of this space to the upper level mall entry and the residential lobby for the new proposed high-end apartment complex.
- West of the great lawn the Applicant is proposing construction of a 70,000 square foot grocery store. The specific design elements of this store are unknown at this time, and the Applicant will return in the future with a design review application for the grocery store, along with the two out-lot free-standing restaurant structures located north of the great lawn.
- The proposed luxury multi-family residential apartment complex will frame the southern portion of the "great lawn" with the upper level housing amenity areas for the apartment units. The

apartment development will consists of:

- Approximately 315 units located within five stories above two levels of indoor parking;
 - A mixture of one, two, and three bedroom units averaging 963 square feet per unit;
- The proposed residential structure will be approximately 80' tall (the existing Macy's structure is 55' tall), and setback approximately 73' from the south property line adjacent to the ring road circulating around the center.
- The residential building will be clad primarily in brown blend face brick and medium gray composite panels for the top five floors with metal panel accents. While the material sample board supplied by the Applicant attached to this report does not specify what the base of the structure will be clad in, staff believes it will be architectural concrete, but the Applicant will need to elaborate on all building materials during the public meeting.
- The redevelopment project will also include modifications to the on-site circulation roadway. The Applicant has stated that the intent was to create a more pedestrian friendly Ring Road. One of the most noteworthy modifications is the reconfiguration of Ring Road to the north near Crate and Barrel where a four-way controlled intersection is proposed; this intersection now includes two pedestrian crosswalks to assist patrons from one part of the center to another. In creating a four-way intersection, the Applicant was also able to provide additional greenspace in that area.
 - The Applicant is proposing to add landscaped islands and trees throughout the redeveloped parking lot west of the proposed grocery store in the same location as the current Macy's parking (the attached current aerial shows the lack of parking lot landscaping present today).
 - In addition to the landscaped parking lot islands, the Applicant is proposing a landscape buffer on the north side of the Ring Road along the southern property line to provide screening from the residential properties to the south. The Applicant is proposing this on the north side of the roadway, as the south side is very narrow and may not be sufficient to sustain adequate growth space for plantings. The Commission will want to discuss if the proposed screening methods are adequate for the scale of development being proposed in relationship to the existing surrounding residential properties to the south and west.
- The Applicant has also modified a portion of the south end of the Ring Road to be reduced from four lanes to three with the inclusion of a bicycle lane in either direction. This bike system will connect to a designated bike route connecting to the east towards a larger bicycle trail system.

SUMMARY

In summary, the Applicant is proposing a large redevelopment of a portion of the existing shopping center, but at this time, they are asking the ACC to focus their discussions on the proposed mall feature entry wall, the residential structure, and outdoor open space around the "great lawn", as well as the surrounding landscaped areas on the western side of the shopping center. The ACC will want to focus their discussions these items, knowing that the Applicant will return in the future to discuss the other proposed buildings and signage.

While reviewing the request, the Commission will want to consider the following items:

1. Is the proposed site configuration, proposed structures, and open spaces in relationship to the

existing facility adequate?

- a. Is there appropriate landscaping for the new open spaces and redevelopment parking lots?
2. Is the proposed landscape screening adequate around the perimeter of the redeveloped portion of the property?
3. Does the proposed feature wall of the shopping center compliment the proposed materials and design of the residential structure?
 - a. Do the new architectural features for the shopping center and proposed residential structure create a cohesive design with the existing shopping center design?
4. Are there any additional design features that the Applicant should consider when proposing to redevelop the west end of the shopping center?

The Applicant and staff will be in attendance during the February 21 meeting to answer any additional questions.

APPROVED

MINUTES OF THE ARCHITECTURAL CONTROL COMMISSION
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS
FEBRUARY 21, 2019

ACC Commissioners present (4):

Cliff Town, Chairman
David Menn
Chris Urbanczyk
John Albrecht

ACC Commissioners absent (3):

Robert Katz
Lori Jordison
F. Dirk Heidbrink

Village Staff Present:

Tom Poupard, Director of Development & Planning
Michaela Kohlstedt, Deputy Director
Swati Pandey, Senior Planner
Colleen Brunner, Recorder

Others Present:

Ted Wolff, Wolff Landscape Architects
Brad Goodman, Studio Outside
John Hampton, Omniplan Architects
Brett Bunke, Ryan Companies
Jim Kreps, Brookfield Properties
Adam Tritt, Brookfield Properties
Barry Nekritz, Lawrence Kamin
Dan Walsh, Ryan Companies
Adam Scherrnovern, Strauss
Jeff Mulcrone, BSB Design
Matt Pagoria, M/I Homes

Call to Order

Chairman Town called the meeting to order in the Terrace Room of Village Hall, 1225 Cedar Lane, at 5:30 p.m.

Roll Call

Roll was called. A quorum was present.

Review of Minutes

A motion was made and seconded to approve the January 10th, 2019 minutes. On a voice vote the motion passed.

Public Comments Regarding Items Not on the Agenda

None

Anets Woods Planned Development- Proposed Alternate Building Design

Michaela Kohlstedt noted that the Applicant is requesting an addition of the Wellington model. It is a ranch home with a larger footprint. They are also requesting approval for use of an additional style of Hardie siding to allow for more architectural diversity within the development. The Engineering department verified there is enough detention to accommodate the increased footprint.

Mike Balas, representing the applicant provided samples of the new material. They would like to use this material on the new proposed model home, as well as on some of the other models in the development. The colors would be the same as previously approved.

A motion was made and seconded to approve the Wellington model and to allow the new Hardie siding. The motion was passed with all ayes.

Review of Dockets:

a. PCD-18-18: 1910 Techny Road- M/I Homes Planned Development for 84 Townhomes

Swati Pandey presented an overview of the Sterling Place proposed development. The applicant is asking to rezone the property and for Concept Plan approval at this time. The development will have 84 units in clusters of 3-6 units within 18 buildings. The property will need to be rezoned from I-1 to R-8, obtain a variation to reduce the width of the right of way of proposed streets, variation to allow a sidewalk on only one side of the street, variation to waive the requirement to bury overhead utility lines along Techny Rd.

The Village Board conducted a preliminary review and provided a positive feedback for the concept plan. The Plan Commission has conducted the first public hearing and have provided comments regarding safety around the detention pond, increase the guest parking from 30 spaces to 36, install sidewalk on both sides of the public street and increase the depth of the driveways on the end units only from 18 feet to 19' 8" feet, consistent with other developments.

Matt Pagoria of M/I Homes presented a power point of the proposed development. He explained that the 18 buildings will have 3 or 5 units to break up the monotony. The Hardie siding colors will be shades of brown, sage, moss and grey. The garages will be white. There will be no flat facades and units vary from 1800-2350 square feet. The 2 story units will have 3 levels at the rear. The development will have courtyards and seating areas dispersed throughout.

Comments from the Commissioners are as follows;

The color palette is good, roof ridge is okay and gables and trusses are varied, height is appropriate, variety and spacing of the buildings is visually adequate. The landscaping is nice and an improvement of the site. Members agreed with the Plan Commission that some type of fencing or barrier is needed around the pond since it has a depth of 18 feet. The driveway lengths for the end townhouse units

1 should be greater- perhaps take some from an open space and would like to see sidewalks on both
2 sides of the street. In general, the commission felt it was a well designed project.
3

4 A motion was made to recommend approval of the M/I Development Concept Plan pertaining to the
5 colors presented with the addition of additional sidewalks on the east, some fencing to be added
6 around the detention pond and increasing the depth of the 18 foot driveways to 18' 9". The motion
7 was seconded and all approved.
8

9 **b. PCD- 18-16: 1515 Lake Cook Road- Northbrook Court Shopping Center Redevelopment**

10
11 Michaela Kohlstedt, Deputy Director, presented a summary of the proposed development. The
12 application underwent a preliminary review before the Board of Trustees and has not yet been before
13 the Plan Commission. The applicant proposes a redevelopment of the western portion of the mall with
14 the inclusion of a multi-family residential structure, a 70,000 square foot grocery store and several
15 restaurant and retail spaces. The Macy's space will be demolished. The applicant is asking for relief on
16 many varied issues. The Ring Road will be reconfigured to include a 4 way stop and green space in
17 proximity to the Crate and Barrel building. A grand staircase will connect the upper and lower levels of
18 the redeveloped portion of the center. The residential structure will have 5 levels of living space above
19 2 levels of parking. The ACC Commission is to consider the design review components of the project.
20

21 Jim Kreps of Brookfield Properties went through the proposed development. They envision several
22 experiential spaces with multiple uses. The grand staircase will connect the upper and lower levels and
23 have landings that can accommodate tables and chairs or resting spaces. He presented examples of the
24 brick, copper, siding and artificial turf materials to be used. The parking lot will have reduced curb cuts
25 and extensive landscaping. The grocery store will be facing west and have a café area open to the open
26 spaces. They want the 315 residential apartments to interact with the open space. There will be
27 studio, 1, 2 and 3 bedroom units. There will be a drop off space and private entrances but access
28 directly into the mall.
29

30 The ACC is to consider the residential component, site layout overall, feature wall and lawn area.
31 Comments are:
32

33 Member Town- He feels the plan is not monotonous, the height is good, is fine with the artificial turf
34 and how the mall empties out to the great space. The residential component has lots of glass so it feels
35 light, the ratio is good and the south side balconies are recessed. The landscaping in the parking lot is
36 nice and plentiful. The building materials are good colors, shapes and textures.
37

38 Member Urbanczyk- The staircase and courtyard are impressive. He likes the curved wall and how the
39 traffic should flow better. He feels the grocery store is out of place and not integrating. Would like to
40 see it tied back into the mall.
41

42 Poupard commented that the roof of the grocery store can be seen from the residential unit, there will
43 be screening but perhaps smaller mechanicals can be installed. It was then noted that when the grocer
44 tenant is known, the applicant would return for design review of the grocery building, as well as the
45 subsequent smaller restaurant building and signage in the future.
46

Member Menn made a motion to approve the Northbrook Court Redevelopment as proposed relating to the current site plan for the residential and commercial spaces using the finishes and materials proposed. The motion was seconded and all approved.

New Single Family Home Elevations

- a. 1433 Church Street- (R-5 District)- Nasser Ansari, Architect
- b. 2511 Oak Avenue (R-2 District) – Javore & Associates, Architects
- c. 1971 Penfold Place (R-4 District)- Midwest Design Group, Architects
- d. 2350 Ridge Drive (R-2 District) – Michael Hershenson, Architect
- e. 3370 Sunset trail (R-2 District)- BDS Architecture, Architects
- f. 2128 Woodlawn Road (R-4 District) – MJ Grimson, Architect

A motion was made and seconded to approve the single family elevations as presented. On a voice vote all approved.

New Business

None.

Old Business

Member Albrecht asked if the proposed Bank of America building will be LEED certified? Mr. Poupard response that this question came up at the Plan Commission hearing. He reported that the applicant stated that the bank building is a new bank prototype which will be LEED certified, as opposed to having to get each individual building certified. He added that this will be among the first such buildings in the country.

Adjourn

There being no further business, a motion was made and seconded to adjourn the meeting. On a voice vote, the motion was unanimously carried and the meeting adjourned at 6:45 pm.

Respectfully submitted,
Colleen Brunner, Recorder

Northbrook Court Redevelopment

Plan Commission Response Narrative - May 1, 2019

The following is the Applicant's summary of concerns raised at the Plan Commission Hearing on April 4th as well as responses and deliverables to be provided by the Applicant at the presentation to the Northbrook Plan Commission on May 7th:

- **Provide further justification for the inclusion of a grocery store within the redevelopment and examples of adaptive reuse for the grocery store box**
 - The Applicant will describe the pertinent findings of a third-party study conducted by Melaniphy and Associates to analyze current national Grocery sales trends as well as findings specific to the Northbrook, Illinois market. The Applicant will also present a description and graphic example of how the proposed Grocery store building could be re-used for other retail uses.
- **Provide examples of Brookfield experience retrofitting and reusing large retail building structures**
 - The Applicant will provide a series of slides highlighting Brookfield Properties' work on similar redevelopment projects in various regions throughout the county and Midwest markets. These slides will depict project metrics as well as photos highlighting similarities to the scope of redevelopment proposed for Northbrook Court Mall.
- **Provide further examples of alternative master plans considered and explored by the design team**
 - The Applicant will present a series of master plan alternatives that were explored and considered by the Developer.
- **Reassess the height and proximity of the proposed residential building at the south extent of the redevelopment area adjacent to single family homes**
 - The Applicant has reviewed in detail the proposed redevelopment master plan in an effort to improve the setback distance from the south property line as well as soften the southern building height and massing. The Applicant is proposing the additional changes to the redevelopment plan in order to address the concerns raised previously:
 - Increased setback distance of Residential Building from south property line to 100'-4" minimum dimension
 - Residential building, Box A building, Building F, and "Great Lawn" move north (28'-0")
 - New landscaped 'berm' incorporated at area south of Residential Building and north of Ring Road
 - New landscape berm conceals the residential parking podium south façade
 - Increased landscaping planted on top of new landscaped berm softens views of upper residential building floors

- 5th floor of Residential Building stepped back at south building legs to reduce height of southern-most building facades
- New Residential building 'extension' added immediately west of Residential motor court
- Building G moves north (28'-0") and building footprint revised
- Drive lanes immediately north of Building G shift north (5'-0")
- Parking field north of Box A reduced and parking layout revised
- The Applicant and Design team will present plans, sections, and perspective images depicting the "before and after" conditions of the proposed plans as part of the presentation to the Plan Commission on May 7th.

NORTHBROOK COURT REDEVELOPMENT OF FORMER MACY'S PARCEL

PROJECT SUMMARY

Northbrook Anchor Acquisition, LLC (the "Applicant") is pleased to present the enclosed redevelopment of the former Macy's parcel (along with a small portion of the mall parcel owned by Westcoast Estates which is described in the application as the "Postage Stamp") at Northbrook Court Shopping Center located at 1555, 1515 and 1775 Lake Cook Road in Northbrook.

Northbrook Court has been a major shopping center for over 40 years, but to continue as a thriving retail destination, it is essential that Northbrook Court evolve to keep pace with the ever-changing retail landscape.

In addition to new retail, which will include, among others, a grocer and restaurants, the proposed mixed-use development will also include a new 315-unit luxury apartment building that will help transform the shopping center into a truly unique environment that is not just a place to shop, but also a place to live.

The new apartment development will include covered indoor parking, surface parking, and building amenities in a single building. The unit mix will include studios, 1-bedroom, 2-bedroom and 3-bedroom configurations, with an average unit size of approximately 963 square feet. The units will offer Class-A features such as quartz/granite countertops, designer kitchen cabinetry and lighting, laminate plank-style wood flooring, walk-in master bedroom closets, stainless steel appliances, and in-unit washers and dryers.

The building will include common area amenities such as a private outdoor pool, an outdoor furnished and landscaped courtyard terrace with fire pits and grilling stations, fitness center with smartphone technology, indoor lounge with kitchen equipment, E-lounge with coffee bar, WiFi in all common areas, an on-site leasing and management office, a dedicated dog run, and covered parking with a minimum of one covered space per unit.

The Applicant acquired the former Macy's parcel from Macy's in 2017. The Applicant, an affiliate of Brookfield Properties which operates Northbrook Court, will transfer the retail portion of the project to Westcoast Estates, which owns the balance of Northbrook Court, while the residential portion of the project will be owned by a joint venture to be formed between the Applicant (or an affiliate) and Ryan Companies (or an affiliate). A portion of the project is also the subject of a TIF application.

OVERVIEW OF DEVELOPERS:

Brookfield Properties:

Brookfield Properties Retail Group ("Brookfield") ranks among the largest retail real estate companies in the U.S. Brookfield's extensive portfolio of mall properties spans the nation, encompassing 162 locations across 42 states and representing over 146 million square feet of retail space. Brookfield is focused exclusively on managing, leasing and redeveloping high-quality retail properties. Brookfield is headquartered in Chicago and owned by affiliates of Brookfield Asset Management.

Ryan Companies

Ryan Companies ("Ryan") is a national builder, developer, designer and real estate manager based in Minneapolis. Ryan specializes in integrated project delivery, building information modeling, lean construction practices and sustainable design for office, retail, industrial, public sector, alternative energy, healthcare, higher education, hospitality, mission critical, multi-family and senior housing and mixed-used projects. With in-house construction, design, development, capital markets and real estate management, Ryan uses integrated project delivery as a preferred method for and delivering design and construction projects and organizing project teams.

COMPLIANCE WITH COMPREHENSIVE PLAN

The proposed redevelopment of the former Macy's parcel at Northbrook Court Shopping Center (the "Property") conforms with the plan for the Property outlined in the Northbrook Comprehensive Plan except with respect to the proposed addition of a 315-unit luxury apartment complex. Under the Comprehensive Plan, the property is currently designated as "Major Retail" ("CM"), a classification "intended to provide areas to accommodate the provision of goods and services to serve the day-to-day shopping and consumer service needs of the residential neighborhoods of the Village," of which the C-4 Regional Shopping District is a part. There is currently no use classification under the Comprehensive Plan that encompasses the proposed mixed use of the Property involving both major retail and multi-family residential uses. However, this application seeks to modify the permitted uses within the C-4 District to allow for multi-family use by special permit. If granted, the proposed mixed use of the Property will comply with the Comprehensive Plan.



Village of Northbrook

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, the matter must first be reviewed as a preliminary application by the Village Board of Trustees. If the Board has not yet reviewed your preliminary application, please contact the Department of Development & Planning Services to learn what is required. The following materials are the minimum required for the processing of a formal application by the Village of Northbrook's Plan Commission and Board of Trustees. A public hearing or public meeting for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. If you have questions regarding the completion of this application please contact the Development & Planning Services Department at 847-664-4050.

****Applications for zoning relief from the Zoning Board of Appeals must use a different application form.**

The initial submittal **MUST** contain:

- ☐ **7 collated copies of complete sets** of all application materials, including the application form, required attachments, and folded full size plat/plan sheets
- ☐ **1 electronic version (PDF) of ALL** application materials (refer to application section regarding instructions).

Applicant Information

Legal Name Northbrook Anchor Acquisition, LLC
 Company c/o Brookfield Properties
 Address 350 N. Orleans St., Suite 300
 City, State, Zip Chicago, IL 60654
 Phone No. *See Primary Contact Person
 Email *See Primary Contact Person

Consultants (as applicable)

Attorney

Name Barry B. Nekritz
 Company Lawrence Kamin, LLC
 Address 300 S. Wacker Dr., Suite 500
 City, State, Zip Chicago, IL 60606
 Phone No. (312) 469-3202
 Email bnekritz@lawrencekaminlaw.com

Civil Engineer

Name Ryan Wagner, P.E.
 Company V3 Companies
 Address 7325 Janes Ave.
 City, State, Zip Woodridge, IL 60517
 Phone No. (630) 328-1142
 Email rwagner@ryancompanies.com

Primary Contact Person

Name Adam Tritt
 Company Brookfield Properties
 Address 350 N. Orleans St., Suite 300
 City, State, Zip Chicago, IL 60654
 Phone No. (312) 960-5876*
 Email adam.tritt@brookfieldpropertiesretail.com*

Architect/Planner

Name Santos Catalan
 Company Omni Plan Architects
 Address 1845 Woodall Rodgers Freeway, Suite 1500
 City, State, Zip Dallas, TX 75201
 Phone No. (214) 775-6172
 Email scatalan@omniplan.com

Other

Name _____
 Company _____
 Address _____
 City, State, Zip _____
 Phone No. _____
 Email _____

Village of Northbrook

FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

Property Information *(if more than one parcel is involved in the request please include the information for all parcels)*

 Site Location/Address: Northbrook Court (former Macy's Parcel) 1555, 1515 and 1775 Lake Cook Road, Northbrook 60062

 Property Index Numbers: 04-03-101-018-0000; 04-03-101-126-0000; 04-03-200-028-0000 (as to Northbrook Anchor Acquisition, LLC) and 04-03-200-029-0000 (as to the Westcoast Estates portion)

 Size of Property: 639,025 sq.ft. (per GIS map summary) (square feet/acres)

 Size of Building Space, if applicable: Current Building is approximately 98,469 sq. ft. (square feet)

 Comprehensive Plan Land Use Designation¹: Major Retail

 Current Zoning: C-4, Regional Shopping District

 Current Use of the Property: Retail

 Is any portion of the property within the 100-year floodplain?¹ Yes: _____ No: X
Requested Action(s) *(check all that are applicable)*

- | | |
|---|--|
| <input type="checkbox"/> Comprehensive Plan Amendment
<input type="checkbox"/> Annexation <i>(separate form required)</i>
<input type="checkbox"/> Rezoning from _____ to _____
<input checked="" type="checkbox"/> Special Permit for <u>Multi Family Dwellings and Multiple Buildings on a single zoning lot</u>
<input type="checkbox"/> Renewal of Special Permit Ord. No. _____
<input type="checkbox"/> Amendment to Existing Special Permit Ord. No. _____
<input type="checkbox"/> Site Plan Approval
<input checked="" type="checkbox"/> Zoning Code Text Amendment | <input type="checkbox"/> Zoning Variation (in conjunction with other relief) for _____
<input type="checkbox"/> Planned Development - Concept Plan
<input type="checkbox"/> Planned Development - Final Plan
<input type="checkbox"/> Subdivision - Tentative Plat
<input type="checkbox"/> Subdivision - Final Plat
<input type="checkbox"/> Subdivision - Variations/Waiver for _____
<input type="checkbox"/> Exception for _____
<input type="checkbox"/> Other _____ |
|---|--|

☒ **Plat of Survey & Parcel Legal Description(s)**

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

☒ **Conformity with Comprehensive Plan**

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

☒ **Surrounding Property Owners Addresses**

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page **X** of this document for instructions on how to obtain the addresses.

¹ As found on the Village website www.northbrook.il.us/Government/Departments/Planning/GIS/index.php

Village of Northbrook

FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

Site Ownership and Control**Current Property Owner Information**

Legal Name: Northbrook Anchor Acquisition, LLC
 and Westcost Estates (as to a portion)

Primary Contact: Adam Tritt

Address 350 N. Orleans St., Suite 300

City, State, Zip Chicago, IL 60654

Phone No. (312) 960-5876

Email adam.tritt@brookfieldpropertiesretail.com

Proposed Property Owner Information

Legal Name: Northbrook Anchor Acquisition, LLC or its affiliate
as to retail portion; and a joint venture to be formed between

Primary Contact: Ryan Companies and Northbrook Anchor

Address Acquisition, LLC, or its affiliate, as to the

City, State, Zip residential portion

Phone No. _____

Email _____

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. (Check which document(s) are attached):

- ☐ Deed
- ☒ Title Policy or Title Commitment (Required for Subdivision Applications & Plats of Consolidation Applications)
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries
- ☒ Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property
- ☒ Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property (Check which document is attached. The dollar amounts in documents may be blacked-out):

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Owner (see the previous box) | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Real Estate Contract | <input type="checkbox"/> Other _____ |
- ☒ Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us, as well as in the Community Planning Department in the Village Hall. (Check all that are applicable)

- | | |
|--|--|
| <input type="checkbox"/> Comprehensive Plan Amendment Worksheet | <input type="checkbox"/> Planned Development Worksheet- Final Plan |
| <input type="checkbox"/> Annexation Worksheet | <input type="checkbox"/> Subdivision Worksheet – Tentative Plat |
| <input type="checkbox"/> Rezoning Worksheet | <input type="checkbox"/> Subdivision Worksheet - Final Plat |
| <input checked="" type="checkbox"/> Special Permit Worksheet | <input type="checkbox"/> Subdivision Worksheet - Variations/Waiver |
| <input type="checkbox"/> Site Plan Approval Worksheet | <input type="checkbox"/> Zoning Exception Worksheet |
| <input checked="" type="checkbox"/> Zoning Code Text Amendment Worksheet | <input type="checkbox"/> Condominium Conversion Worksheet |
| <input checked="" type="checkbox"/> Zoning Variation Worksheet | <input type="checkbox"/> Plat of Consolidation Worksheet |
| <input type="checkbox"/> Planned Development Worksheet- Concept Plan | |

FORMAL ZONING & SUBDIVISION RELIEF APPLICATION**Filing Fees**

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

\$ _____ Amount of Non-Refundable Fee
 \$ _____ Amount of Escrow
 \$ 30,500.00 Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as staff & Village attorney time and public notice expenses. If these expenses exceed the initial escrow deposit, the applicant is responsible for reimbursing the Village for the additional fees. If the expenses are less than the escrow deposit, the applicant will be issued a refund by the Village.

Northbrook Ethics Code *(potential conflicts of interest)*

On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** X
 (For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Community Planning Department located in the Village Hall.)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?

____ yes X no (check one)

If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

Applicant/Owner Acknowledgments

By execution of this application in the space provided below, the Applicant and Owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Northbrook that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.
2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.
3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

Signature of Applicant: _____ See separate signature page _____ Date _____

Print Name & Title: _____

Signatures of Property Owner(s): _____ See separate signature page _____ Date _____

Print Name & Title: _____ Property Address: _____

****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

Note: Village review and approval of rezoning, special permit, and subdivision applications may be dependent upon the Applicant first receiving necessary approvals from State and County regulatory agencies such as, but not limited to, the Illinois Department of Transportation, Illinois Environmental Protection Agency, the Metropolitan Water Reclamation District of Greater Chicago, & the Cook County Highway Department.



Village of Northbrook

ZONING CODE TEXT AMENDMENT WORKSHEET

In addition to submitting the *Formal Application* form for a Zoning Code text amendment request, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal **MUST** contain:

- ☒ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
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REQUIRED MATERIALS FOR SUBMISSION

☒ **Exact Wording of the Proposed Zoning Code Text Amendment**

Please provide the exact wording of the proposed Zoning Code Text Amendment in the below space (use additional paper if needed) and submit this form with the formal application.

5-109 B. C-4 Regional Shopping District.

See attached addendum.

☐ **Statement of Justification**

A written statement of the need and justification for the proposed text amendment is required. Please complete the use the space below (use additional paper if needed) and submit this form with the formal application.

The proposed text amendment will incorporate the new site plan depicting the redevelopment of the former Macy's Parcel at Northbrook Court Shopping Center into the C-4 Regional Shopping District's use limitations, thereby expanding the approved uses to include those depicted on the new site plan.

ADDENDUM TO ZONING CODE TEXT AMENDMENT TO 5-109 b. C-4 REGIONAL SHOPPING DISTRICT

5-109 B. C-4 Regional Shopping District

Proposed changes shown in red:

The property common known as the “Northbrook Court Shopping Center,” described in Section 2 of the Ordinance No. 93-66, passed and approved by the Village Board of Trustees on December 14, 1993, as amended (i) by Ordinance No. 95-50, adopted by the Village Board of Trustees on October 30, 1995; and (ii) by Sections 3, 4 and 5 of Ordinance No. 01-34, adopted by the Village Board of Trustees on April 24, 2001 (the “Northbrook Court Ordinance”), shall be subject to the C-4 Regional Shopping District regulations and the Northbrook Court Development Regulations set forth in the Northbrook Court Ordinance; and (iii) by the Site Plan prepared by Omniplan Architects as Project No. 17044.000 dated November 7, 2018, depicting the Northbrook Court Shopping Center (the “New Site Plan”), shall be subject to the C-4 Regional Shopping District regulations set forth in the Northbrook Court Ordinance. In the event of a conflict between the C-4 Regional Shopping District regulations and the Northbrook Court Development Regulations, the Northbrook Court Development Regulations shall control. The Northbrook Court Ordinance shall be, and is hereby, incorporated by this reference into this Code.



Village of Northbrook

ZONING CODE TEXT AMENDMENT WORKSHEET

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REQUIRED MATERIALS FOR SUBMISSION

☒ **Exact Wording of the Proposed Zoning Code Text Amendment**

Please provide the exact wording of the proposed Zoning Code Text Amendment in the below space (use additional paper if needed) and submit this form with the formal application.

5-102. Permitted Uses, Conditional Uses, and Special Permit Uses

Proposed text amendment: Allow Multi-family by Special Permit in the C-4 District

Under Section 5-102, the Village SIC Code 9865, "Dwelling Units", should be amended to insert an "S" in the C-4 column.

☒ **Statement of Justification**

A written statement of the need and justification for the proposed text amendment is required. Please complete the use the space below (use additional paper if needed) and submit this form with the formal application.

The proposed text amendment will allow multi-family as a special permit use in the C-4 District. This district is intended to provide a location for a major retail center. Northbrook Court has been a major center for over 40 years but to continue as a thriving retail destination it is essential that Northbrook Court evolve with the ever-changing retail landscape. With the addition of luxury multi-family apartments to Northbrook Court, a new story will be created for this shopping destination that will help transform it into a truly unique environment that is not just a place to shop, but to live. The addition of multi-family is a complementary use to retail as it creates demand for the existing and future retail tenants and promotes a dynamic active destination so Northbrook Court remains the premier choice for residents of the North Shore community.

ADDENDUM TO ZONING CODE TEXT AMENDMENT TO 5-110 E. – Transitional Setbacks in C-4 District

5-110 E. Exceptions and Explanatory Notes.

Exact Wording of the Proposed Zoning Code Text Amendment:

4. Transitional Setbacks in C-2 and C-4 Districts Abutting Residential Districts.

Notwithstanding any other provisions of this Section, the following shall be setback from the nearest residential property line a distance equal to at least 50 feet plus an additional five feet for every foot of height of such building, or the Table requirement, whichever is greater:

- a) Every portion of every building in the C-2 District that is located within the following geographic area: north of Shermer Road, south of Lincoln Avenue, east of Meadow Road and west of Angle Avenue; and

Current wording:

- b) Every portion of every building in the C-4 District that exceeds 35 feet in height.

Proposed wording (proposed changes shown in red):

- b) Every portion of every **non-residential** building in the C-4 District that exceeds 35 feet in height.

Statement of Justification:

The proposed text amendment will remove the transitional setback requirement for residential buildings located within C-4 districts that abut residential districts. Removing the setback requirement enables related residential building uses to be located in closer proximity to one another across district lines. This building proximity more closely resembles the relationship of uses between residential districts, and it enables the residential buildings within C-4 districts to act as a natural transition between the residential district and the non-residential buildings within the C-4 district.



Village of Northbrook

ZONING CODE TEXT AMENDMENT WORKSHEET

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REQUIRED MATERIALS FOR SUBMISSION

☒ **Exact Wording of the Proposed Zoning Code Text Amendment**

Please provide the exact wording of the proposed Zoning Code Text Amendment in the below space (use additional paper if needed) and submit this form with the formal application.

Sec. 5-110

BULK, SETBACK & YARD STANDARDS	C-1	C-2	C-3	C-4	C-5
A. Maximum Height (whichever is less)(10)					
1. Feet	35	35	45	55 80	45
2. Stories	2	2	3	4 5	3

☒ **Statement of Justification**

A written statement of the need and justification for the proposed text amendment is required. Please complete the use the space below (use additional paper if needed) and submit this form with the formal application.

The proposed text amendment relieves height guidelines for new residential buildings in the C-4 district.

Amended height guidelines reflect comparable guidelines for residential buildings in other Multiple Family Residential Districts.

ADDENDUM TO ZONING CODE TEXT AMENDMENT TO 9-104 C. 3(i) – Parking Space Dimensions

9-104 C. 3(i) Space Dimensions.

Exact Wording of the Proposed Zoning Code Text Amendment:

Proposed changes shown in red:

“Each off-street parking space, excluding its associated circulation aisle, shall have the following minimum dimensions, in feet:

ICS, I-1, I-2, C-4 (in an enclosed residential parking garage), and O-1 Zoning Districts: Parking Dimensions (in feet).”

Statement of Justification:

The reduced parking stall dimensions provide standard structural bay widths that more efficiently accommodate residential structural layouts on residential floors above the parking garage.

The reduced parking stall sizes are successfully utilized within residential parking garages given that users have assigned parking and familiarity with the parking facility.

Conditions are unique within the enclosed residential garage and will not have a detrimental effect on surrounding uses.



Village of Northbrook

SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

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- ☒ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**

Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**

Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
SIC Number & Description: SIC 9864.00 Multiple Family Dwellings

- **Visual Representation of Special Permit Request**

☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**

Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:

- parking information (location of spaces in relation to use;)
- general floor plan;
- building elevations (if the exterior is to be modified);
- proposed exterior signs.

-OR-

☒ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**

If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

Attachment: 1515 Lake Cook - Applicant Submittal (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

**Village of Northbrook
SPECIAL PERMIT WORKSHEET**

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

• **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect....." You must state what specifically about your project will not have undue adverse effect.***

- (a) **Code and Plan Purposes.** The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Multi-family will be a complementary use to retail at Northbrook Court that responds to the ever-changing retail environment and change needed at regional shopping malls.

- (b) **No Undue Adverse Impact.** The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

A traffic study, fiscal impact/student generation report and an emergency services report will be included as part of the full formal zoning submittal. No new detention is required and this development will meet the MWRD Volume Control requirements under the WMO.

- (c) **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

High end landscaping along the east, west, and south sides of the apartments will buffer it from the existing mall surface parking and perimeter mall roadway. To the north, hardscaping and landscaping will provide a buffer between the apartments and the grocer. To the south, landscaping and the existing ring road will buffer the structure from the residential homes.

- (d) **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

A traffic study, fiscal impact/student generation report and an emergency services report will be included as part of the full formal zoning submittal. No new detention is required and this development will meet the MWRD Volume Control requirements under the WMO.

- (e) **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The additional traffic will use existing internal circulation roads within the mall and not through residential streets. The introduction of the proposed 4-way stop controlled intersection within Northbrook Court will better facilitate vehicular traffic along the west side of the project area.

- (f) **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

The new multi-family building will in-part replace the existing Macy's building and some parking spaces and thus have no impact on significant features.

- (g) **Compliance with Standards.** The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Multi-family as a proposed use will comply with the standards imposed on it by the Code.

Brookfield Properties and Ryan Companies

DATE: 11/5/18

Special Permit for Multi-Family Residential

The new apartment development will contain approximately 315 units with covered indoor parking, surface parking, and building amenities constructed in one building. The unit mix will include studios, 1-bedroom, 2-bedroom and 3-bedroom configurations, with an average unit size of approximately 963 square feet. The units will offer class-A features such as quartz/granite countertops, designer kitchen cabinetry and lighting, laminate plank-style wood flooring, walk-in master bedroom closets, stainless steel appliances, and in unit washers and dryers.

The building will include common area amenities such as a private outdoor pool, an outdoor furnished and landscaped courtyard terrace with fire pits and grilling stations, fitness center with smartphone technology, indoor lounge with kitchen equipment, E-lounge with coffee bar, WiFi in all common areas, an on-site leasing and management office, a dedicated dog-run, and covered parking with a minimum of one covered space per unit.

High end landscaping along the east, west, and south sides of the apartments will buffer it from the existing mall surface parking and perimeter mall roadway. To the north, hardscaping and landscaping will provide a buffer between the apartments and the grocer. A motorcourt will also be located in this area for drop-off and pick-up at the residential entry lobby.



Village of Northbrook

SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

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REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**

Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**

Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.

SIC Number & Description: SIC 9880.00 - More than One Principal Structure on a Zoning Lot

- **Visual Representation of Special Permit Request**

☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**

Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:

- parking information (location of spaces in relation to use;)
- general floor plan;
- building elevations (if the exterior is to be modified);
- proposed exterior signs.

-or-

☒ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**

If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

Attachment: 1515 Lake Cook - Applicant Submittal (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Village of Northbrook
SPECIAL PERMIT WORKSHEET

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

• **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect....." You must state what specifically about your project will not have undue adverse effect.***

- (a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.
Multiple buildings on a single lot are part of a mixed-use redevelopment plan which will compliment the existing retail at Northbrook Court that responds to the ever-changing retail environment and change needed at regional shopping malls
- (b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.
A traffic study, fiscal impact/student generation report and an emergency services report will be included as part of the full formal zoning submittal. No new detention is required and this development will meet the MWRD Volume Control requirements under the WMO.
- (c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.
Multiple buildings on the former Macy's parcel will be part of a mixed-use redevelopment plan, the retail portion of which will compliment the existing retail at Northbrook Court and the residential portion of which will compliment the residential areas surrounding Northbrook Court.
- (d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.
A traffic study, fiscal impact/student generation report and an emergency services report will be included as part of the full formal zoning submittal. No new detention is required and this development will meet the MWRD Volume Control requirements under the WMO.
- (e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
The additional traffic will use existing internal circulation roads within the mall and not through residential streets. The introduction of the proposed 4-way stop controlled intersection within Northbrook Court will better facilitate vehicular traffic along the west side of the project area.
- (f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.
The multiple buildings on the former Macy's parcel will in-part replace the existing Macy's building and some parking spaces and have no impact on significant features.
- (g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.
Multiple buildings on a single lot will comply with the standards imposed on it by the Code.



Village of Northbrook

COMPREHENSIVE PLAN AMENDMENT WORKSHEET

In addition to submitting the *Formal Application* form for a comprehensive plan amendment request, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development and Planning Services.

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REQUIRED MATERIALS FOR SUBMISSION

☒ **Statement of Justification**

A written statement of need for the requested comprehensive plan amendment is required. The statement shall address the following factors as outlined in Subsection 11-301 E of the Zoning Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed Comprehensive Plan Amendment is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

- a) The existing uses and zoning classifications of properties in the vicinity of the subject property.

See attached.

- b) The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present plan designation or zoning classification.

See attached.

- c) The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it.

See attached.

- d) The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.

See attached.

- e) The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

See attached.

Attachment: 1515 Lake Cook - Applicant Submittal (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

OVER-

Village of Northbrook

COMPREHENSIVE PLAN AMENDMENT WORKSHEET

- f) The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

See attached.

- g) The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

See attached.

- h) The suitability of the subject property for uses permitted or permissible under its present plan designation and zoning classification.

See attached.

- i) The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

See attached.

- j) The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present plan designation and zoning classification.

See attached.

- k) The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

See attached.

- l) The community need for the proposed map amendment and for the uses and development it would allow.

See attached.

Attachment: 1515 Lake Cook - Applicant Submittal (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

ADDENDUM TO COMPREHENSIVE PLAN AMENDMENT WORKSHEET

Northbrook Court Redevelopment of Macy's Parcel

Comprehensive Plan Amendment

- a) The existing uses and zoning classifications of properties in the vicinity of the subject property.**

Under the Comprehensive Plan, the property is currently designated as "Major Retail", a classification intended to provide areas to accommodate the provision of goods and services to serve the day-to-day shopping and consumer service needs of the residential neighborhoods of the Village," of which the -C-4 Regional Shopping District is a part. The property is largely surrounded by residential areas and a limited amount of outdoor recreational space.

- b) The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present plan designation or zoning classification.**

Although Northbrook Court has been a shopping center for over 40 years, there is a strong trend toward redeveloping enclosed regional shopping centers to mixed-use projects that include multi-family residential to enhance the local community and better ensure long-term viability as an integral part of the local community.

- c) The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it.**

The value of Northbrook Court may be diminished if the proposed amendment is not granted as it would limit or prevent redevelopment in line with current redevelopment trends for regional shopping centers.

- d) The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.**

Not applicable.

- e) The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.**

The use and enjoyment of adjacent properties would be unaffected by the proposed amendment.

- f) The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.**

The value of adjacent properties would likely be enhanced by the proposed amendment, as the addition of a luxury multi-family apartment building would create additional demand for existing and more diverse future retail tenants that will benefit the residents of all the surrounding residential areas in addition to the residents of the proposed multi-family apartment building.

- g) The extent, if any, to which the future of orderly development of adjacent properties would be affected by the proposed amendment.**

The proposed amendment to permit multi-family residential use at the property should not affect the orderly development of adjacent properties, which are primarily residential.

- h) The suitability of the subject property for uses permitted or permissible under its present plan designation and zoning classification.**

The property is a regional shopping center suitable for the uses permitted or permissible under its present plan designation and zoning classification.

- i) The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.**

See previously submitted Site Plans and Traffic Impact Study.

- j) The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present plan designation and zoning classification.**

See Tentative Plat.

- k) The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.**

The Macy's store is currently occupied. Store operations would terminate in preparation for this proposed redevelopment project.

I) The community need for the proposed map amendment and for the uses and development it would allow.

The application seeks to modify the permitted uses within the C-4 District to allow for multi-family use by special permit. If granted, the proposed mixed use of the property should comply with the Comprehensive Plan. If the Comprehensive Plan needs to be modified, it should be modified to either (i) reclassify the subject property from “Major Retail” to “Major Corridor Multi-Use” or a newly-created classification that allows both major retail and multi-family residential uses; or (ii) specify that “Major Retail” is appropriate for a mixed-use project that includes a multi-family residential development.



Village of Northbrook

ZONING CODE TEXT AMENDMENT WORKSHEET

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REQUIRED MATERIALS FOR SUBMISSION

☒ **Exact Wording of the Proposed Zoning Code Text Amendment**

Please provide the exact wording of the proposed Zoning Code Text Amendment in the below space (use additional paper if needed) and submit this form with the formal application.

5-102 - Permitted Uses, Conditional Uses, and Special Permit Uses and Appendix B - Master Land Use Table.

See attached addendum.

☒ **Statement of Justification**

A written statement of the need and justification for the proposed text amendment is required. Please complete the use the space below (use additional paper if needed) and submit this form with the formal application.

See attached addendum.

**ADDENDUM TO ZONING CODE TEXT AMENDMENT
TO 5-102 – Permitted Uses, Conditional Uses, and Special Permit Uses
And Appendix B – Master Land Use Table**

**5-102 – Permitted Uses, Conditional Uses, and Special Permit Uses
Appendix B – Master Land Use Table**

Exact Wording of the Proposed Zoning Code Text Amendment:

Additional Requested Permitted Uses in C-4 District to be designated with a “P” in the Commercial Districts Use List and in Appendix B - Master Land Use Table:

SIC 7389.01 – Business services not elsewhere classified
SIC 8351.00 – Child day care services
SIC 9870.00 – Home occupations subject to Section 9-102

Additional Requested Uses in C-4 District to be allowed by Special Permit in the Commercial Districts Use List and in Appendix B - Master Land Use Table:

SIC 7000.01 – Hotels, except residential

Statement of Justification:

The above uses are either required for, or compliment, the addition of luxury multi-family apartments at Northbrook Court, and are vital for Northbrook Court to continue to thrive and keep pace with the ever-changing retail landscape that often includes, for in-line tenants, less traditional retail uses.



Village of Northbrook

ZONING VARIATION WORKSHEET

In addition to submitting the *Plan Commission Application* form for a zoning variation in conjunction with a special permit, subdivision, or rezoning application, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal **MUST** contain:

- ☒ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☒ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- ☒ **Describe Variation Being Requested:** Per Sec. 5-110 C.3(b) of the Zoning Code, the current rear setback in the C-4 District is 150'. Variation is requested to reduce the rear setback from 150' to 73'3".

☒ **Statement of Justification**

Every application filed pursuant to Section 11-503 of the Zoning Code shall provide a statement of how the variation sought would satisfy the standards set forth in Subsection 11-503 F of this Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed variation is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

- (a) General Standard. No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.

Reducing the rear setback enables related residential building uses to be located in closer proximity to one another which more closely resembles the relationship of uses between residential districts.

- (b) Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

The subject property is unique in that it is part of the Northbrook Court shopping center with close proximity to adjacent residential areas.

- (c) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.

The unique physical condition of the property is not the result of any action or inaction of the owner or prior owners.

OVER-

ZONING VARIATION WORKSHEET

- (d) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

The reduced setback would enable related residential buildings to be located in closer proximity to one another which more closely resembles the relationship of uses between residential districts.

- (e) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

The addition of a multi-family residential building is a necessary addition to the C-4 District and is required to be placed near the regional shopping center.

- (f) Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

The zoning code and Comprehensive Plan will be amended to provide for the multi-family residential building which will result in a use or development of the property in harmony with the zoning code and Comprehensive Plan.

- (g) Essential Character of the Area. The variation would not result in a use or development on the subject property that:

1. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;
2. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;
3. Would substantially increase congestion in the public streets due to traffic or parking;
4. Would unduly increase the danger of flood or fire;
5. Would unduly tax public utilities and facilities in the area; or
6. Would endanger the public health or safety.

The reduced rear setback would not result in a development on the subject property that would have a detrimental impact on the subject property or the immediately surrounding property with respect to any of the above.

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

- Development & Planning Services
- Fire
- Police
- Public Works/Engineering
- Village Attorney



Village of Northbrook

TENTATIVE PLAT OF SUBDIVISION WORKSHEET

In addition to submitting the *Formal Application* form for a tentative plat of subdivision application, the Applicant must include the following information with your application. A tentative plat of subdivision cannot be reviewed by the Village unless and until a complete application has been filed. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal **MUST** contain:

- ☒ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☒ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- ☒ **Written Explanation of Request**
Provide a letter or written statement explaining the proposed subdivision, the proposed subdivision name for file identification, and a description of the property location.
- ☒ **Statement of Justification for Subdivision Variations**
If the applicant is requesting a variation of the standards of the Village of Northbrook Subdivision and Development Code, a written statement of need for the requested subdivision variation is required.
- ☒ **School District(s), Park District(s), and Sanitary and Drainage District(s)**
Provide the names of the school district(s), park districts(s), and sanitary and drainage districts within which the property is located.
- ☒ **North Cook County Soil and Water Conservation District Application**
If the property exceeds two (2) acres in size, evidence of an application to the North Cook County Soil and Water Conservation District requesting preparation of Natural Resources Assessment Report is required.
- ☒ **Proposed Tentative Plat of Subdivision**
A proposed tentative plat of subdivision pursuant to Section 3-101 (B) of the Subdivision and Development Code must be provided. The tentative plat must contain the following information. Specific details of these requirements can be found in Section 3-101 (B).
 1. General Graphic Standards of Tentative Plat of Subdivision
 2. General Subdivision Information
 3. Transportation and Circulation System
 4. Environmental Information
 5. Utility Information
 6. Other information as deemed necessary and reasonable for the review of any tentative Subdivision application may be requested by the Village Manager, Village Engineer, Plan Commission or Board of Trustees.

Previously
submitted

- ☒ **Preliminary Engineering and Tree Preservation Plans**
The following plan sheets or a combination of the following sheets must be included with a tentative plat application:

- Title & Note Sheet
- Preliminary Grading and Erosion Control Plan
- Stormwater Calculations
- Preliminary Utility Plan
- Existing Conditions, Preliminary Tree Removal/Preservation, and Demolition Plan
- Preliminary Landscape Plan

Attachment: 1515 Lake Cook - Applicant Submittal (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

OVER →

Tentative Plat of Subdivision Required Materials for Submission

Written Explanation of Request

See Project Description.

Statement of Justification of Subdivision Variations

None requested.

North Cook County Soil and Water Conservation District Application

See attached completed, but unsigned, application.

Districts Information

High School District - 225

Elementary School District - 28

Park District – Northbrook Park District

Sanitary District – Glenbrook Sanitary District and the Metropolitan Water Reclamation District

Drainage District – Metropolitan Water Reclamation District

SOIL EROSION AND SEDIMENT CONTROL PLAN REVIEW

FOR OFFICE USE ONLY		SWCD Application No.: _____	
Meets technical standards _____	Does not meet technical standards _____		
Date all Information received: _____	Reviewed by: _____	Fee Paid: _____	Check No.: _____
In-Stream: yes no			

	APPLICANT (Owner/Developer)	Erosion Control Consultant/Engineer
Business Name	Brookfield Properties Retail	V3 Companies
Address City/State/Zip	350 N Orleans St, Suite 300 Chicago, IL 60654	7325 Janes Ave Woodridge, IL 60517
Contact Name	Marco Capellupo	Dustin Priebe
E-Mail Address	Marco.Capellupo@brookfieldpropertiesretail.com	dpriebe@v3co.com
Phone	312-286-7488	630-729-6182
Fax		

Current Project Name and Phase number: Northbrook Court Location (Municipality): Northbrook

Job site contact person: TBD E-Mail Address: TBD

On site Contact's Phone number: (_____) - _____ - _____ Fax number: (_____) - _____ - _____

Village/Municipal contact person: _____ Phone # (_____) - _____ - _____

Township, range, & section: T43N, 13E, Section 3 Nearest Intersection: Northbrook Court & Lake Cook Rd

Proposed land use: Retail and Residential (Mixed Use) Acreage of disturbance: 12.11 Acres

Army Corps application number (if applicable): _____

Construction start date: Spring 2019 Anticipated construction completion date: Fall 2021

The applicant agrees to the following conditions:

1. Submit all required information listed on the following pages for each phase of development, regarding the soil erosion and sediment control (SE/SC) plan. Submit one complete SE/SC plan set for review. Upon plan approval, submit two sets of the final SE/SC Plan. One stamped & signed copy will be returned. The stamped set is to be kept on the project site.
2. Upon submittal of this application, pay the applicable fee (fee worksheet attached), in accordance with total acres of disturbance to the original topography and/or vegetation, in-stream and wetland disturbance, and the length of the project. A refundable pre-construction notification fee will also be included.
3. If the SWCD does not receive all required items within **30 days**, the item that has been submitted may be mailed back to you.
4. Notify representatives of the Soil and Water Conservation District of the pre-construction meeting.
5. Allow SWCD, NRCS, or Army Corps of Engineers District representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary SE/SC practices have been installed and are functioning properly.
6. Upon commencement of earthwork or construction, document SE/SC practices with all information being accurate and complete.
7. Comply with the SWCD's written and verbal recommendations regarding:
 - A. The SE/SC plan and corrections or changes made thereto.
 - B. Installation and maintenance requirements of the SE/SC practices on-site.
8. Pay additional costs incurred by the SWCD in response to repeated non-compliance issues.
9. If any changes occur to the plans, schedules, etc., the applicant shall be responsible for notifying the Soil and Water Conservation District.
10. If SWCD is not contacted (in writing) prior to commencement of construction, the pre-construction notification fee will be forfeited.
11. If construction does not commence within 36 months of plan approval, the project will be closed. Fees will not be returned.

Upon receipt of all required information, the SE/SC plan will be reviewed within **15 working days** and all involved parties will be notified whether or not the plan meets technical standards.

Applicant's Signature: _____ Date: _____

North Cook SWCD
640 Cosman Road
Elk Grove Village, IL. 60007
R.McAndless@northcookswcd.org

Packet Pg. 368

Table 1	SESC Fee Schedule	Review Fee	Inspection Fee
Section 1	Initial Application Fee		
	Single Family Home <1 acre	\$100.00	
	Commercial Site not part of a larger development <1	\$250.00	
	Construction Site 0- 4 acres	\$211	\$638
	Construction Site 5-9 acres	\$260	\$788
X	Construction Site 10-14 acres	\$341	\$1024
	Construction Site 15-19 acres	\$374	\$1365
	Construction Site 20-29 acres	\$390	\$2048
	Construction Site 30-39 acres	\$423	\$2048
	Construction Site 40-49 acres	\$455	\$2340
	Construction Site 50-59 acres	\$488	\$2574
	Construction Site 60-69 acres	\$520	\$3432
	Construction Site 70-79 acres	\$536	\$3432
	Construction Site 80-89 acres	\$585	\$3861
	Construction Site 90-99 acres	\$618	\$3861
	Construction Site 100-199 acres	\$650	\$4290
	Construction Site 200-299 acres	\$699	\$5506
	Construction Site 300-399 acres	\$764	\$5756
	Construction Site 400-499 acres	\$796	\$6167
**	> 500 acres contact SWCD for a modified fee		
Section 2	In-Stream or Stream-side work Fee		
	0-2 Month project length	\$500	
	2-4 Month project length	\$1000	
	4-6 month project length	\$1500	
	6-8 month project length	\$2000	
	8-10 month project length	\$2500	
	10-12 month project length	\$3000	
Section 3	Utilities, Railroads, or Linear Projects		
	\$300.00 for each wetland impacted/crossed	\$300 per wetland	
Section 4	Re-Submittal Fee		
	1/3 of the Original Review Fee	1/3 of Review	
Section 5	Re-Approval Fee		
	\$80.00	\$80	
Section 6	Non Compliance Fee		
	Will be notified by letter – Billable at	\$65/hr	

For a fee calculator, see next page.

**For projects > 500 acres or any other unique project as determined by the SWCD Board of Directors, a modified fee schedule may be developed on an individual basis, based upon the size, complexity, and duration.

ALL FEES ARE SUBJECT TO YEARLY INCREASES.

SEND REQUIRED INFORMATION WITH FEE PAYABLE TO:

North Cook SWCD
640 Cosman Road
Elk Grove Village, IL. 60007

Phone: 224-875-7580

WWW.NORTHCOOKSWCD.ORG

*This review will be issued on a non-discriminatory basis without regard to race, color, religion, national origin, age, gender, handicap or marital status.
The North Cook County Soil and Water Conservation District is a non-taxing nonprofit local government.*

Fee Calculator and Worksheet

Step 1: Review Fee			
Acres of disturbance*	12.11		Line 1
Enter review fee using table 1	\$ 341		Line 2
Step 2: Inspection Fee			
Length of project (whole years)	2.5		Line 3
<i>NOTE: Prorated fees (partial years) will be invoiced & may delay your application.</i>			
Enter inspection fee using table 1	\$ 1024		Line 4
Multiply line 3 and line 4	\$ 2560		Line 5
Step 3: In-Stream or Stream-Side Work Fee (If not applicable, enter \$0 in line 7 and go to step 4)			
Length of Work (months – round up)			Line 6
Enter fee using table 2	\$ 0		Line 7
Step 4: Linear Project** (If not applicable, enter \$0 in line 10 and go to step 5)			
Enter the number of impacted wetlands on line 8			Line 8
Wetland impact fee	\$ 360		Line 9
Multiply line 8 and line 9	\$ 0		Line 10
Step 5: Total Fee			
Sum Lines 2, 5, 7, 10	\$ 2901		Line 11
*For all projects above 500 acres in size or any other unique project as determined by the NCCSWCD Board of Directors, a modified fee schedule will be developed on an individual basis, based upon the size, scope, complexity, and duration of the project.			
**Linear projects refer to roadway or utility projects			
Please remit this worksheet with your payment.			

Total Fee = Review Fee + Inspect fee + In-Stream Fee* + Wetland Impact Fee* + Pre-construction notice fee

*if applicable

Site Plan Checklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

1. Existing site conditions and natural resources present, including:

- _____ Site boundaries and adjacent lands which accurately identify site location.
- _____ Buildings, roads and utilities.
- _____ Topography, vegetation, drainage patterns, subwatershed delineation, critical erosion areas, and any subsurface drainage tiles.
- _____ Wetland and floodplain delineation. Please show the boundaries on the construction plans.
- _____ Adjacent areas that affect or are affecting the project site, e.g. drainage onto or through the site affecting wetlands, streams, lakes, and drainage areas downstream.
- _____ Vicinity map.
- _____ Show areas where trees and vegetation are to be preserved.
- _____ Map legend, including north arrow and scale on all materials submitted.

2. Final site conditions, including:

- _____ An accurate depiction of post-construction appearance, e.g. utilities, roads, buildings, open space.
- _____ Locations, dimensions, cross sections and elevations of all (temporary and permanent) stormwater management facilities (including sediment basins), plus inlet and outlet locations.
- _____ Surface flow direction, including sheet flow and concentrated flow direction.
- _____ Post-construction topography, **final contours should be easily distinguished** (2 foot contour is preferred) including subwatershed delineations.

3. A complete soil erosion and sediment control plan, including:

- _____ Location and detailed drawings of all permanent and temporary soil erosion and sediment control practices.
- _____ A schedule outlining the installation of the practices with the responsible parties identified.
- _____ Inspection, and maintenance schedules with responsible parties identified.
- _____ Seeding information: rates, species, dates, fertilization, temporary or permanent.
- _____ Location and dimension of all temporary soil and aggregate stockpiles.
- _____ Details and plan concerning construction site dewatering.

4. Locations, dimension & phase timeline of all land disturbing activities, including:

- _____ Designate construction limits, areas that will be disturbed and areas of wetland fill.
- _____ Describe grading and building schedule and phasing timeline.
- _____ Create and Submit a construction sequence for any in-stream work and/or critical areas.

Narrative Checklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

- _____ **Project description** - Briefly describes the nature and purpose of the land disturbing activity, and the area (acres) to be disturbed.
- _____ **Existing site conditions**- A description of the existing topography, vegetation, drainageways, subsurface drain tile, buildings, roads and utilities.
- _____ **Adjacent areas** - A description of neighboring areas such as streams, lakes, residential areas, roads, etc. which might be affected by the land disturbance. Describe any adjacent or neighboring activities that may affect the soil erosion and sediment control plan.
- _____ **Off-site areas**- Will any other areas be disturbed? Describe any off-site land disturbing activities.
- _____ **Critical areas** - A description of areas on the site which have potentially serious problems, e.g. steep or long slopes, channels, intermittent streams, and side hill seeps.
- _____ **Soil erosion and sediment control measures**- A description of the methods which will be used to control erosion and sedimentation on the site. Control methods should meet the standards in section 4 of the Illinois Urban Manual.
- _____ **Construction Sequence**- A sequence of events for construction in and near creeks, streams, or other critical areas.
- _____ **Permanent stabilization**- A brief description including specifications of how the site will be stabilized after construction is completed.
- _____ **Calculations**- Detailed calculations for the design of temporary sediment basins, permanent stormwater detention basins, diversions, channels, etc.. Include pre and post development runoff.
- _____ **Detail drawings**- Include detail drawings form the Illinois Urban Manual. Any structural practices used that are not referenced to the Illinois Urban Manual or local handbooks should be explained and illustrated with detail drawings.
- _____ **Operation and Maintenance** - Provide a schedule of maintenance for all temporary and permanent erosion and sediment control practices to ensure that they perform properly. Identify the parties responsible for maintenance.

Brookfield
Properties



Northbrook Court Redevelopment

VILLAGE OF NORTHBROOK - PLAN COMMISSION

MAY 7, 2019



- 1 - NORTHBROOK COURT - REDEVELOPMENT VISION
- 2 - GROCERY MARKET STUDY
- 3 - RETAIL REDEVELOPMENT CASE STUDIES
- 4 - ALTERNATIVE MASTER PLAN CONSIDERATIONS
- 5 - PROPOSED SITE PLAN ALTERATIONS

1 - Northbrook Court

REDEVELOPMENT VISION

1 - Northbrook Court - REDEVELOPMENT VISION

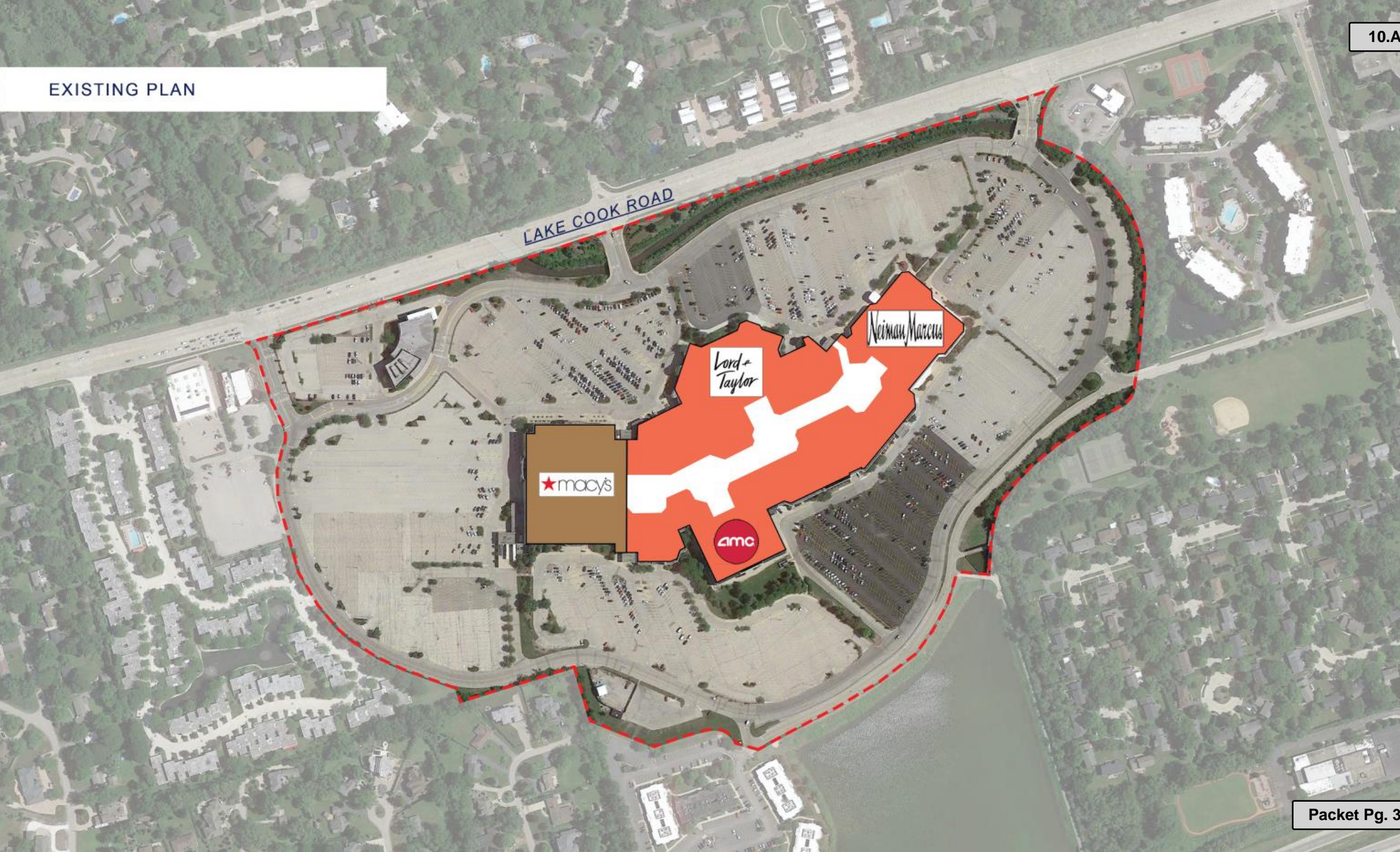
Development Program Objectives

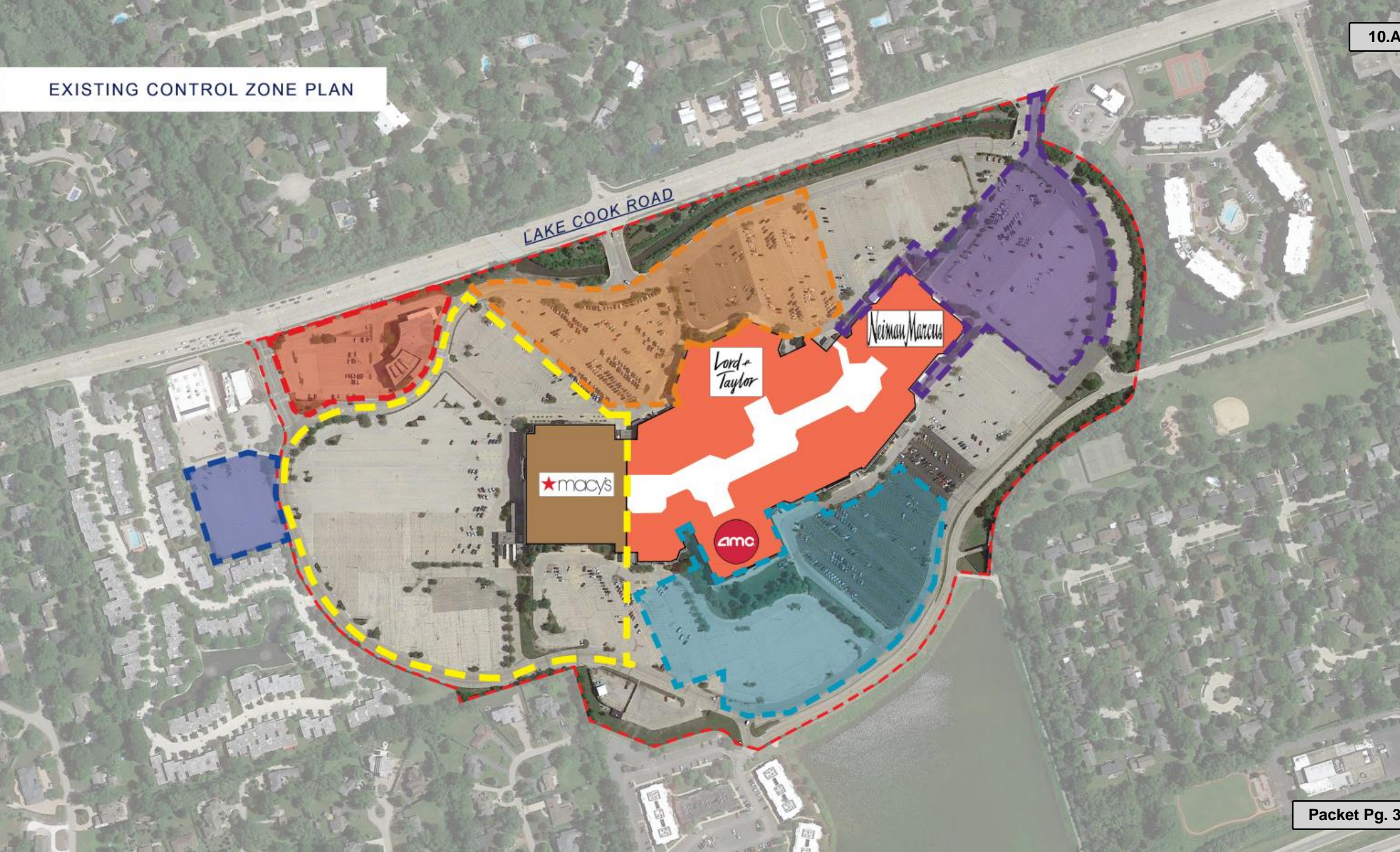
- Redevelop existing Macy's to a vibrant, relevant use that will be successful in its own right as well as revitalize the balance of Northbrook Court
- Increase and enhance daily Trip Generation through new destination
- Develop strong connectivity and synergy between new and existing elements of Northbrook Court



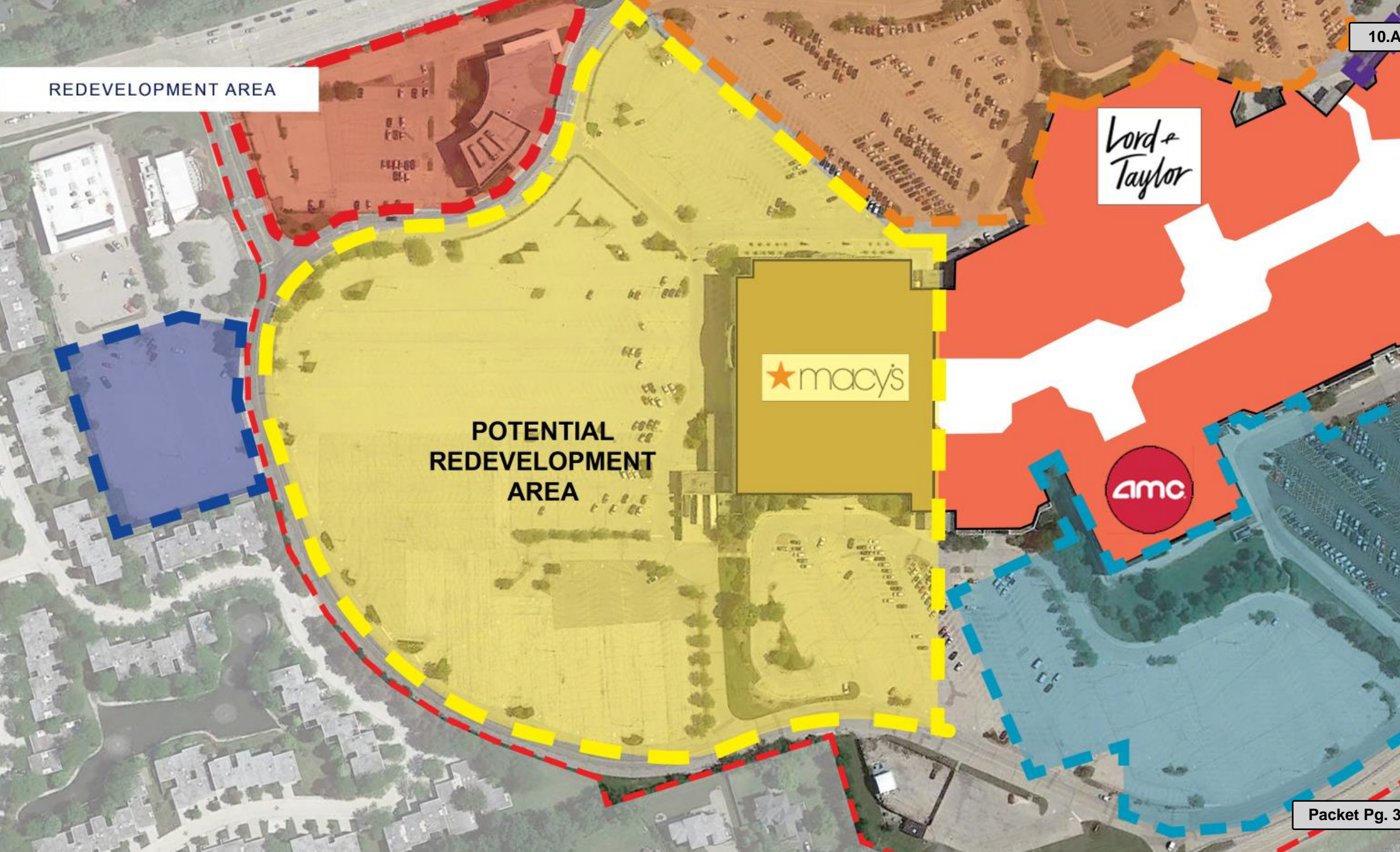
The redeveloped Northbrook Court will escape the confines of its historical footprint that largely dates back to the original development in 1976 and be transformed into a vibrant, retail-based mixed-use environment for the future of Northbrook.

EXISTING PLAN





EXISTING CONTROL ZONE PLAN



REDEVELOPMENT AREA

POTENTIAL
REDEVELOPMENT
AREA



2 - Grocery Market Study

THIRD-PARTY MARKET STUDY FINDINGS

MELANIPHY AND ASSOCIATES

2 - Grocery Market Study - MELANIPHY AND ASSOCIATES

National Trends

- Grocery stores are more e-commerce resistant than other retail categories, with online sales only about 2% of total grocery sales
- Peapod, Instacart, Amazon and other grocery delivery services only work in very dense urban areas and are losing money
- Malls across the country are adding grocery to offerings to diversify their tenant mix and increase customer frequency
- Restaurant and Entertainment uses have increased from about 10% to 20% of mall leasable area - Grocery is a part of this trend

2 - Grocery Market Study - MELANIPHY AND ASSOCIATES

Northbrook Specific Findings

- Northbrook Food Store Sales have increased from \$68 million in 1999 to \$142 Million in 2017
- Approximately 17.4 % of grocery store sales in Northbrook area are estimated to be leaking from the trade area
- 20% of new Grocery sales volume is anticipated to be from outside of Northbrook
- Grocery store shopping trips are more frequent than other forms of retail and encourage cross shopping at Northbrook Court

2 - Grocery Market Study

GROCERY DEVELOPMENT EXPERIENCE - BROOKFIELD PROPERTIES

- Recent Grocery Developments:
 - 15 Grocery Store locations in 11 states
 - Greater than 900,000 square feet of total retail area
 - 14 different grocery operators
- 11 additional grocery stores currently in development in 6 states

2 - Grocery Development - Proposed Grocery Plan



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

2 - Grocery Development - Adaptive Re-use - Scheme 1



2 - Grocery Development - Adaptive Re-use - Scheme 2



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

3 - Retail Redevelopment Case Studies

BROOKFIELD PROPERTIES

3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

The Mall in Columbia, Maryland

Purchased under-performing Sears location in partnership with Seritage. Downsized Sears and used Residual GLA for entertainment and dining options

Before

- Full size 138k sf Sears
- \$19M in sales

After

- Downsized Sears to 58k sf
- New tenants include:
 - Main Event*
 - Barnes & Noble*
 - Uncle Julios*
- Total Expected Sales: \$33.5M

BEFORE



3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

The Mall in Columbia, Maryland

Purchased under-performing Sears location in partnership with Seritage. Downsized Sears and used Residual GLA for entertainment and dining options

Before

- Full size 138k sf Sears
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- Downsized Sears to 58k sf
- New tenants include:
 - Main Event*
 - Barnes & Noble*
 - Uncle Julios*
- Total Expected Sales: \$33.5M

AFTER



3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

Natick, Massachusetts

Granted a lease termination to under-performing JCPenney. Re-leased box to Wegman's

Before

- Full size 195k sf JCPenney
- \$10M in sales

After

- Box fully re-leased to Wegman's
- Total Expected Sales: \$100M

BEFORE



3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

Natick, Massachusetts

Granted a lease termination to under-performing JCPenney. Re-leased box to Wegman's

Before

- Full size 195k sf JCPenney
- \$10M in sales

After

- Box fully re-leased to Wegman's
- Total Expected Sales: \$100M

AFTER



3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

Oakbrook Center

Convert lower level of Neiman Marcus into two restaurants, followed by a multi-million dollar interior renovation of remaining Neiman Marcus store.

Before

- Full size 109k sf Neiman Marcus

After

- Downsized Neiman Marcus to 92k sf
- New tenants include:
 - Pour House
 - Perry's Steakhouse

BEFORE



AFTER



3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

Oakbrook Center

Redevelop Sears box into downsized Sears, in-line GLA, and Kidzania. Existing Sears Auto Center footprint replaced with a Lifetime Fitness.

Before

- Full size 206k sf Sears

After

- Downsized Sears to 63k sf
- New tenants include:
 - LL Bean
 - Kidzania
 - Lifetime Fitness

AFTER



3 - Redevelopment Case Studies - BROOKFIELD PROPERTIES

Oakbrook Center

Redevelop Bloomingdale's Home box into Container Store, Pirch, and in-line GLA.

Before

- Full size 85k sf Bloomingdale's Home

After

- 28k sf Container Store
- 30k sf Pirch Store
- New tenants include:
 - Lululemon
 - Tommy Bahama
 - Hugo Boss
 - Aritzia

BEFORE



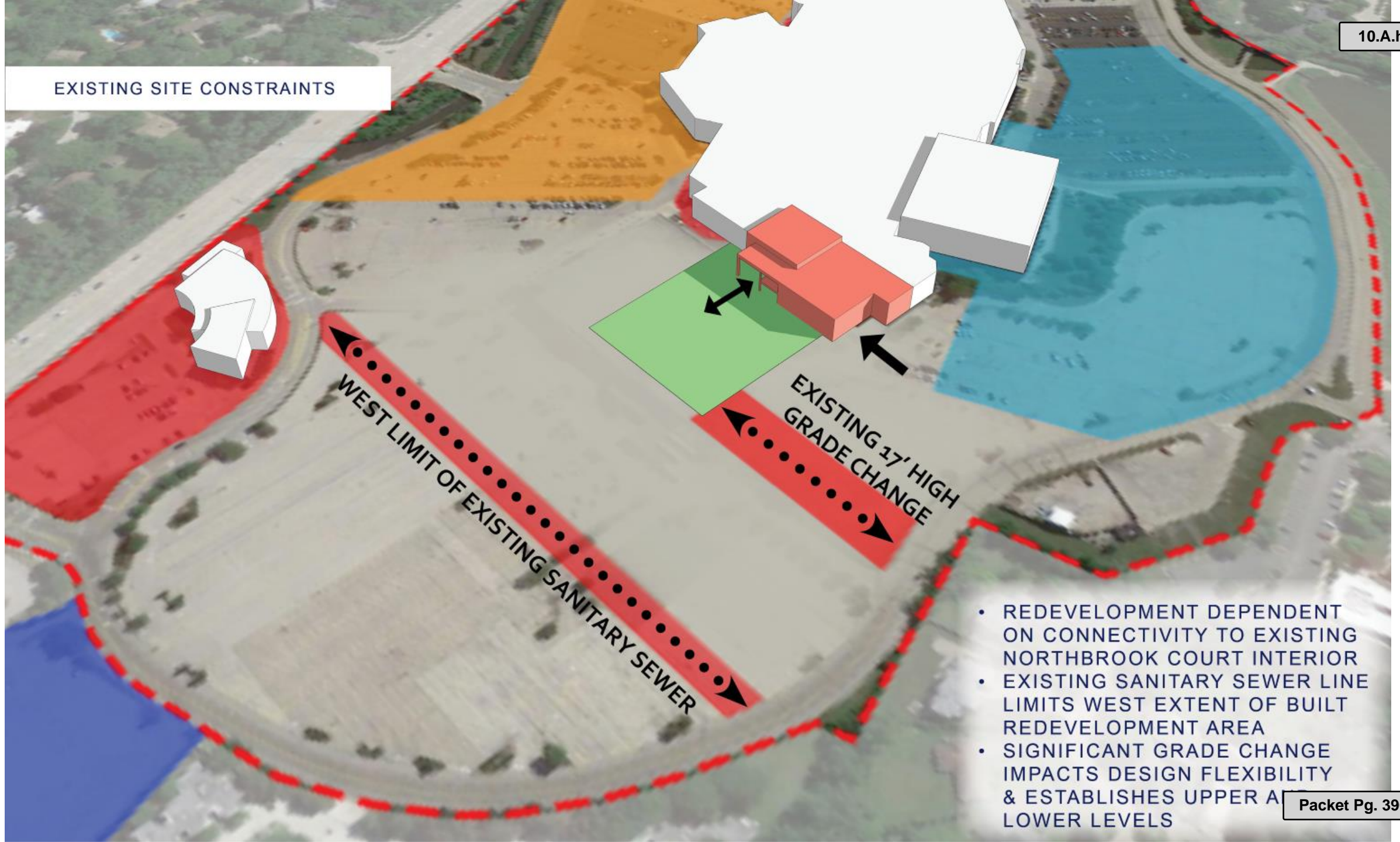
AFTER



4 - Redevelopment Master Plan

ALTERNATIVE CONSIDERATIONS

EXISTING SITE CONSTRAINTS

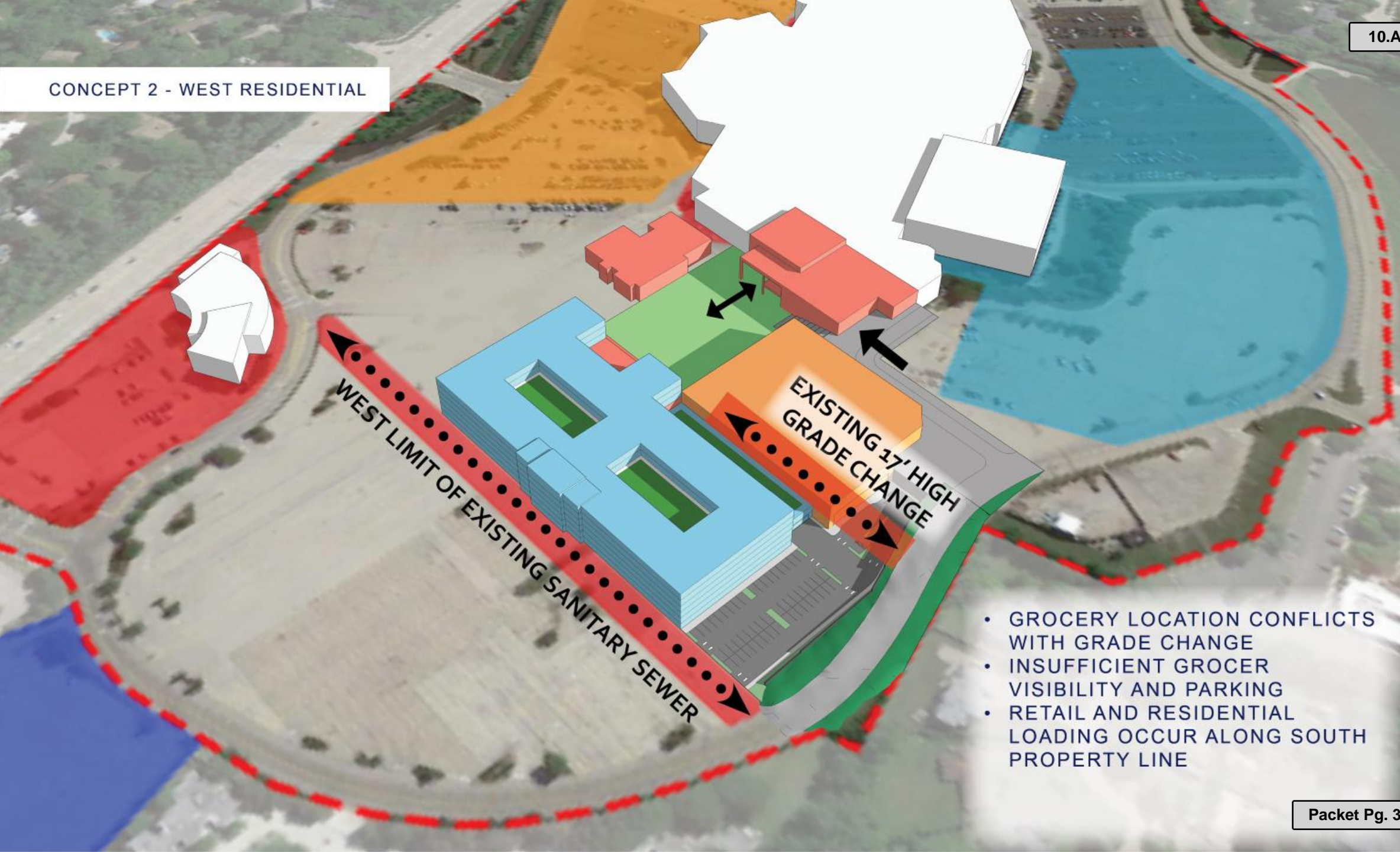


- REDEVELOPMENT DEPENDENT ON CONNECTIVITY TO EXISTING NORTHBROOK COURT INTERIOR
- EXISTING SANITARY SEWER LINE LIMITS WEST EXTENT OF BUILT REDEVELOPMENT AREA
- SIGNIFICANT GRADE CHANGE IMPACTS DESIGN FLEXIBILITY & ESTABLISHES UPPER AND LOWER LEVELS



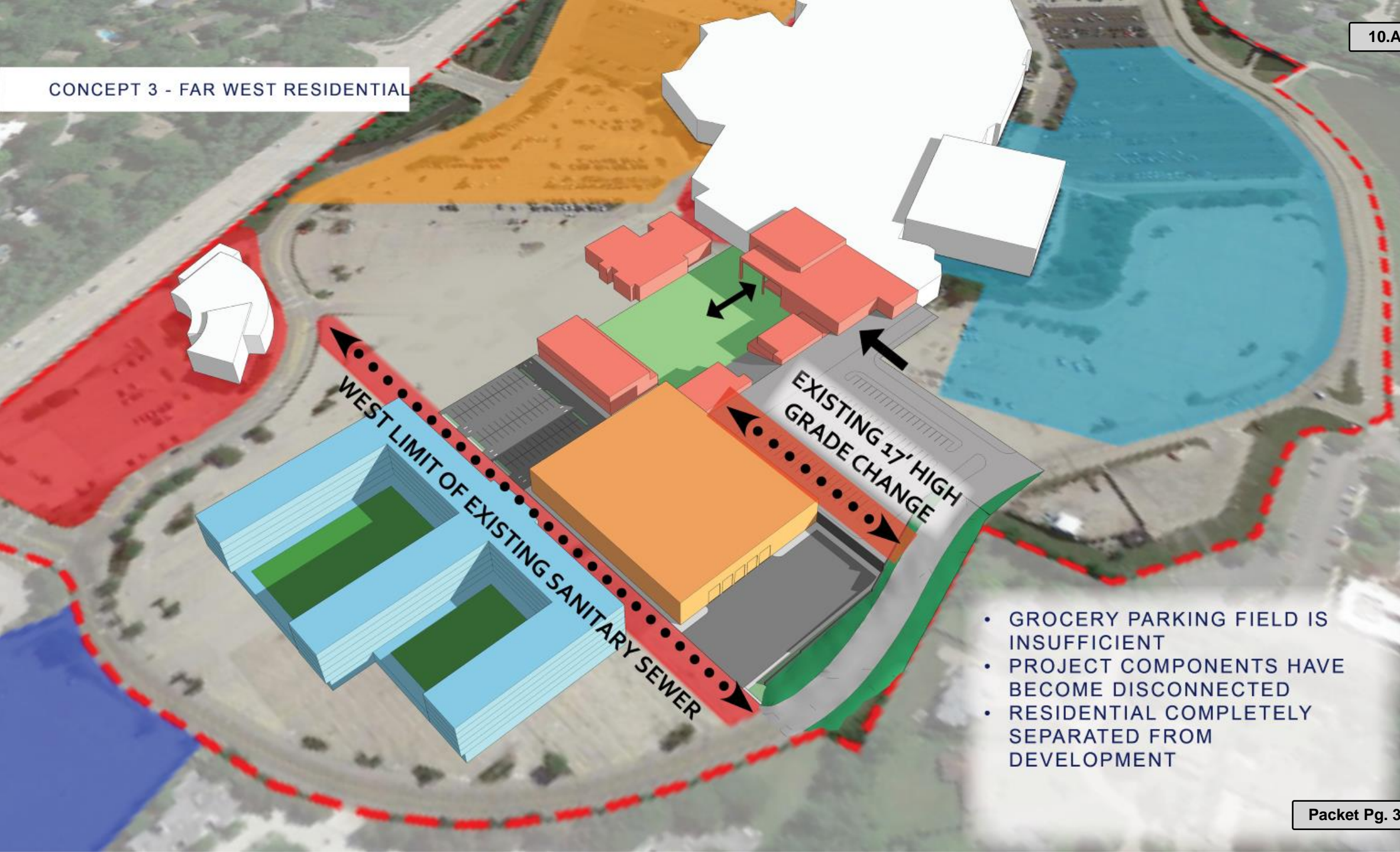
CONCEPT 1 - NORTH RESIDENTIAL

- LOCATION OF RESIDENTIAL BUILDING CUTS OFF RETAIL TRAFFIC AND VISIBILITY TO LAKE COOK ROAD
- GROCERY PARTIALLY BLOCKED FROM WEST-BOUND VISITOR VIEWS
- VISUAL CONNECTION OF GREAT LAWN BLOCKED FROM EAST-BOUND VISITORS
- CRATE AND BARREL CUT OFF



CONCEPT 2 - WEST RESIDENTIAL

- GROCERY LOCATION CONFLICTS WITH GRADE CHANGE
- INSUFFICIENT GROCER VISIBILITY AND PARKING
- RETAIL AND RESIDENTIAL LOADING OCCUR ALONG SOUTH PROPERTY LINE



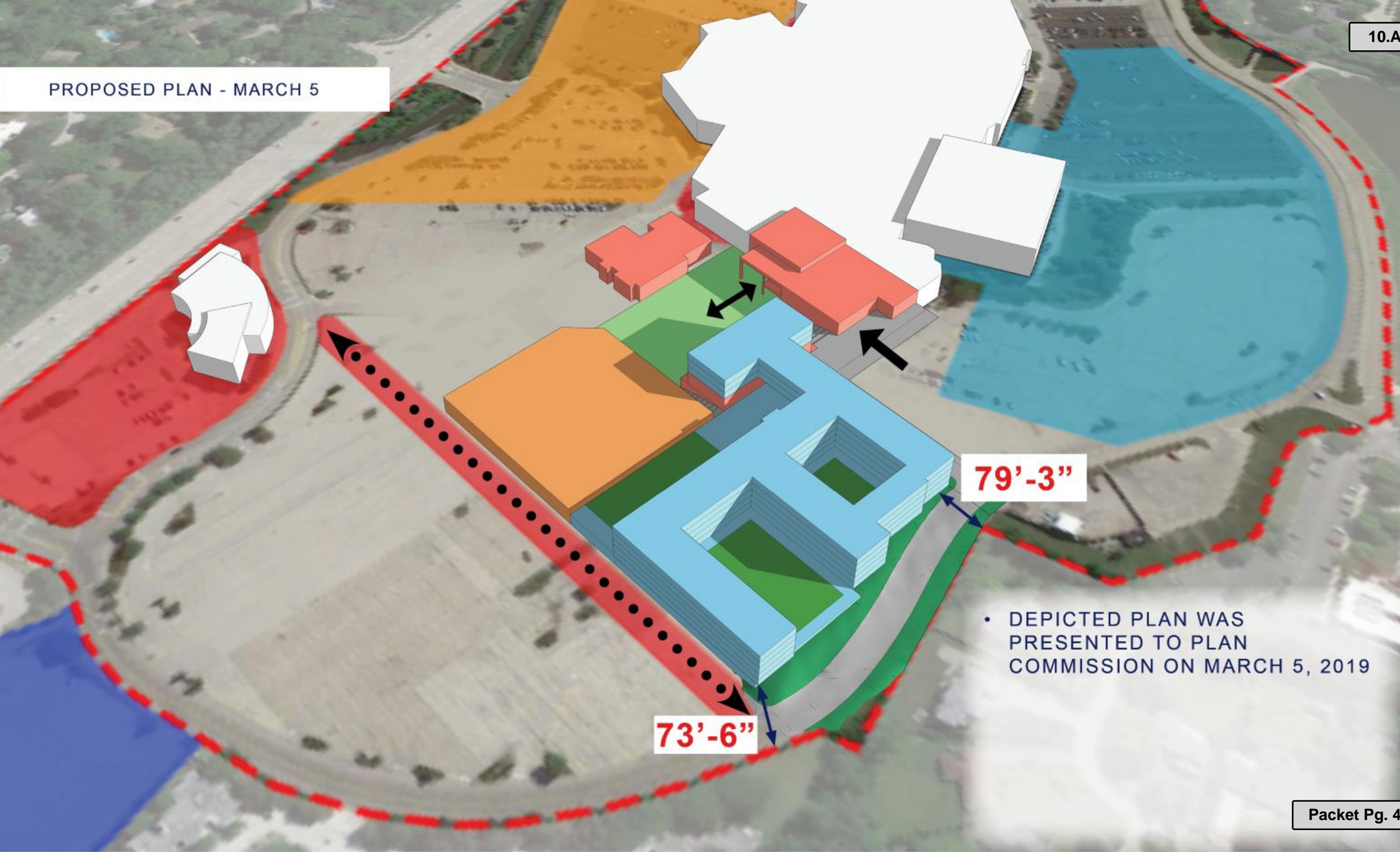


CONCEPT 4 - SOUTH RESIDENTIAL

- OPTIMAL BALANCE OF VISIBILITY FROM PUBLIC ACCESS POINTS FOR ALL USES
- RESIDENTIAL IS ABLE TO EMBRACE GRADE CHANGE
- ALL NEW USES ARE NOW INTEGRATED WITH EACH OTHER
- STRONGEST CONNECTION TO EXISTING RETAIL FOR ALL

5 - Proposed Site Plan

Updates & Adjustments



PROPOSED PLAN - MARCH 5

79'-3"

73'-6"

- DEPICTED PLAN WAS PRESENTED TO PLAN COMMISSION ON MARCH 5, 2019

REVISED PLAN - APRIL 4

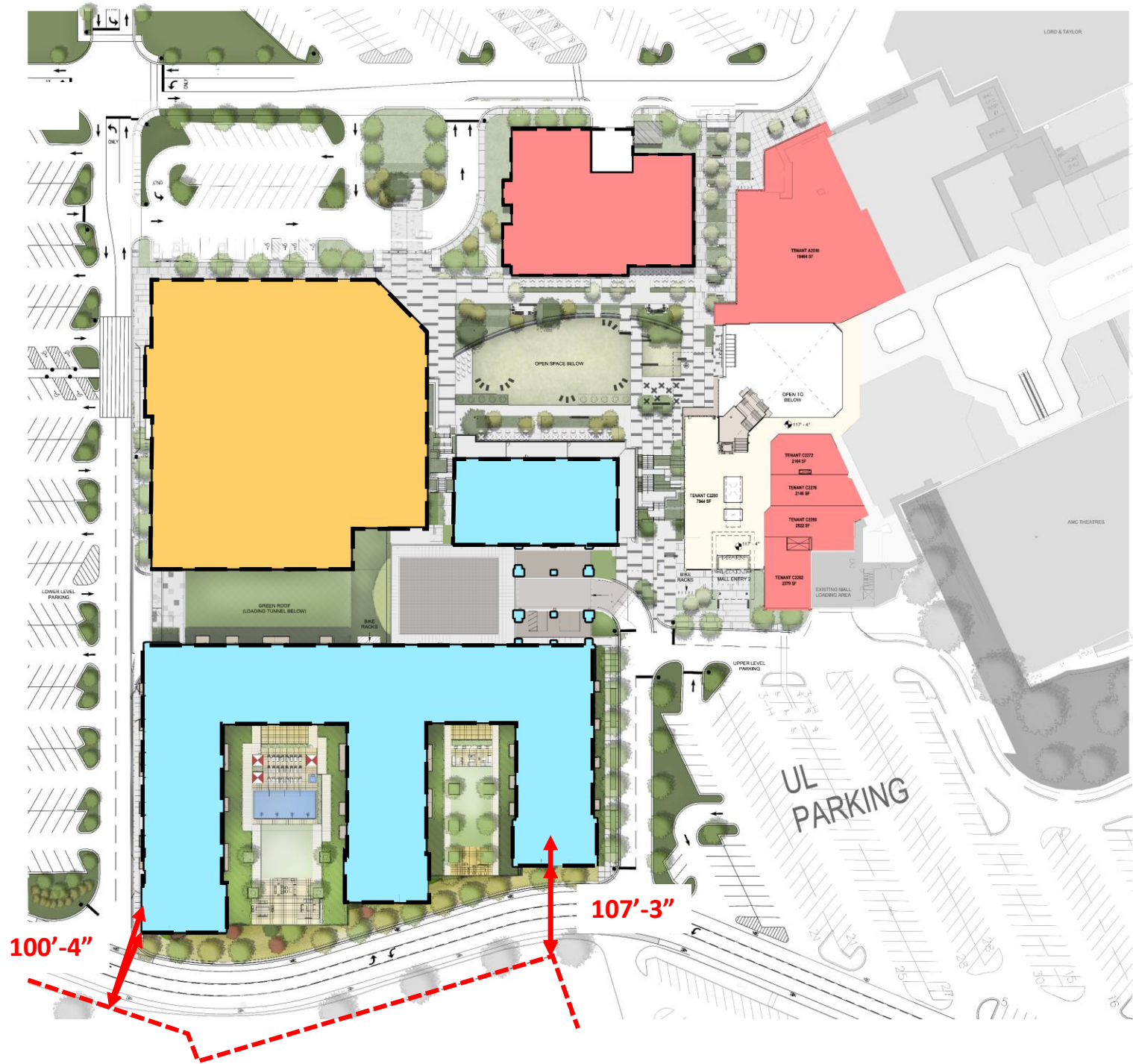


79'-3"

73'-6"

- ENCLOSURE OF EAST COURTYARD WAS REMOVED TO REDUCE BUILDING MASS AS PERCEIVED FROM SOUTHERN VIEWS
- DEPICTED PLAN WAS PRESENTED TO PLAN COMMISSION ON APRIL 4

REVISED PLAN – MAY 7





REVISED PLAN - APRIL 4

79'-3"

73'-6"

- ENCLOSURE OF EAST COURTYARD WAS REMOVED TO REDUCE BUILDING MASS AS PERCEIVED FROM SOUTHERN VIEWS
- DEPICTED PLAN WAS PRESENTED TO PLAN COMMISSION ON APRIL 4



MAY 7 - INCREASED SOUTH SETBACK

107'-3"

100'-4"

- CONCERNS WERE HEARD AND RECENT PLAN ADJUSTMENTS HAVE ALLOWED FOR RESIDENTIAL BUILDING AND NEW RETAIL USES TO MOVE NORTH
- INCREASED SOUTH SETBACK PROVIDES OPPORTUNITY FOR ADDITIONAL LANDSCAPE PLANTING



MAY 7 - TERRACED 5TH FLOOR

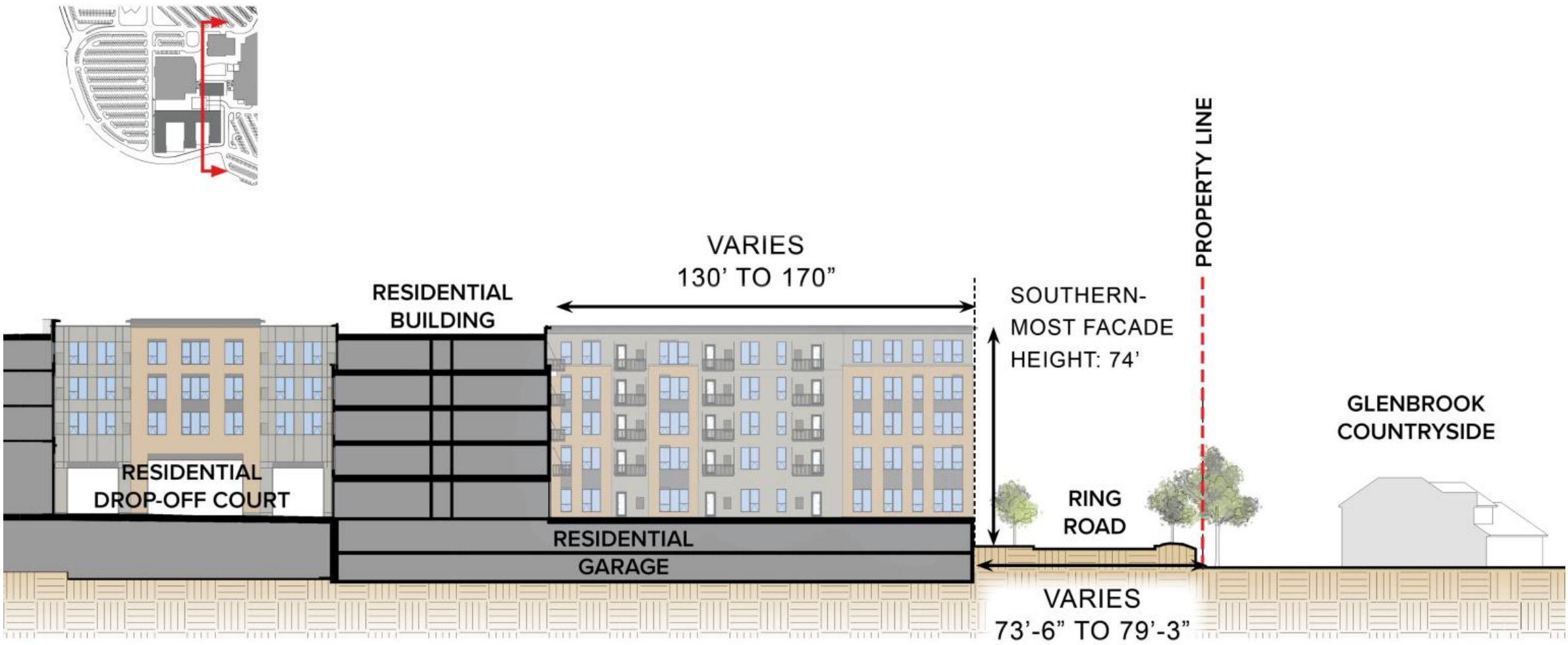
- NEW LANDSCAPE BERM CONCEALS SOUTH PARKING GARAGE WALL
- TOP FLOOR UNITS TERRACED AWAY FROM SOUTH FACADE
- COMBINED ADJUSTMENTS SOFTEN MASSING OF THE SOUTH RESIDENTIAL FACADE



MAY 7 - NORTH RESIDENTIAL WING

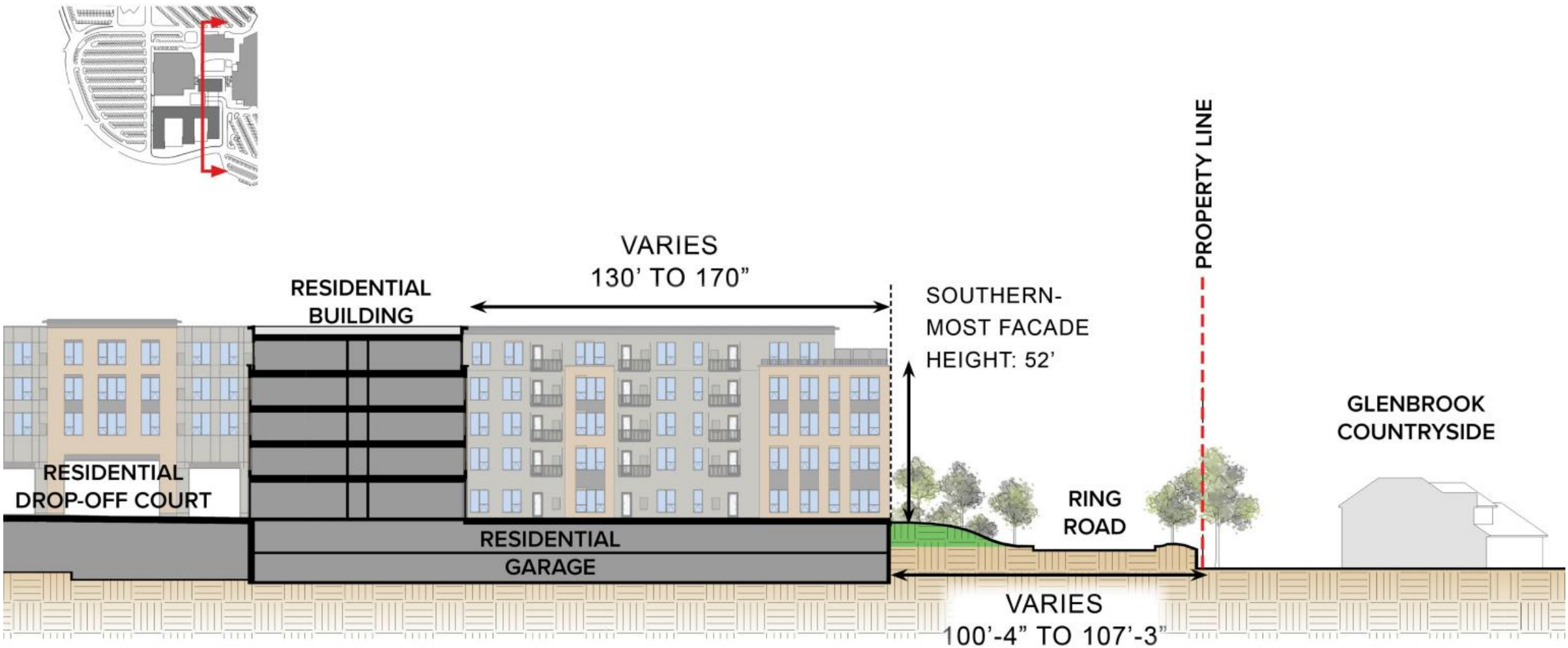
- NEW RESIDENTIAL WING LOCATED WEST OF MOTOR COURT TO RECOVER AREA LOST FROM REMOVAL OF EAST COURTYARD ENCLOSURE AND TERRACING OF SOUTHERN 5TH FLOOR APARTMENTS

RESIDENTIAL BUILDING - APRIL 4



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

RESIDENTIAL BUILDING - MAY 7



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:



RESIDENTIAL BUILDING - **MARCH 5**

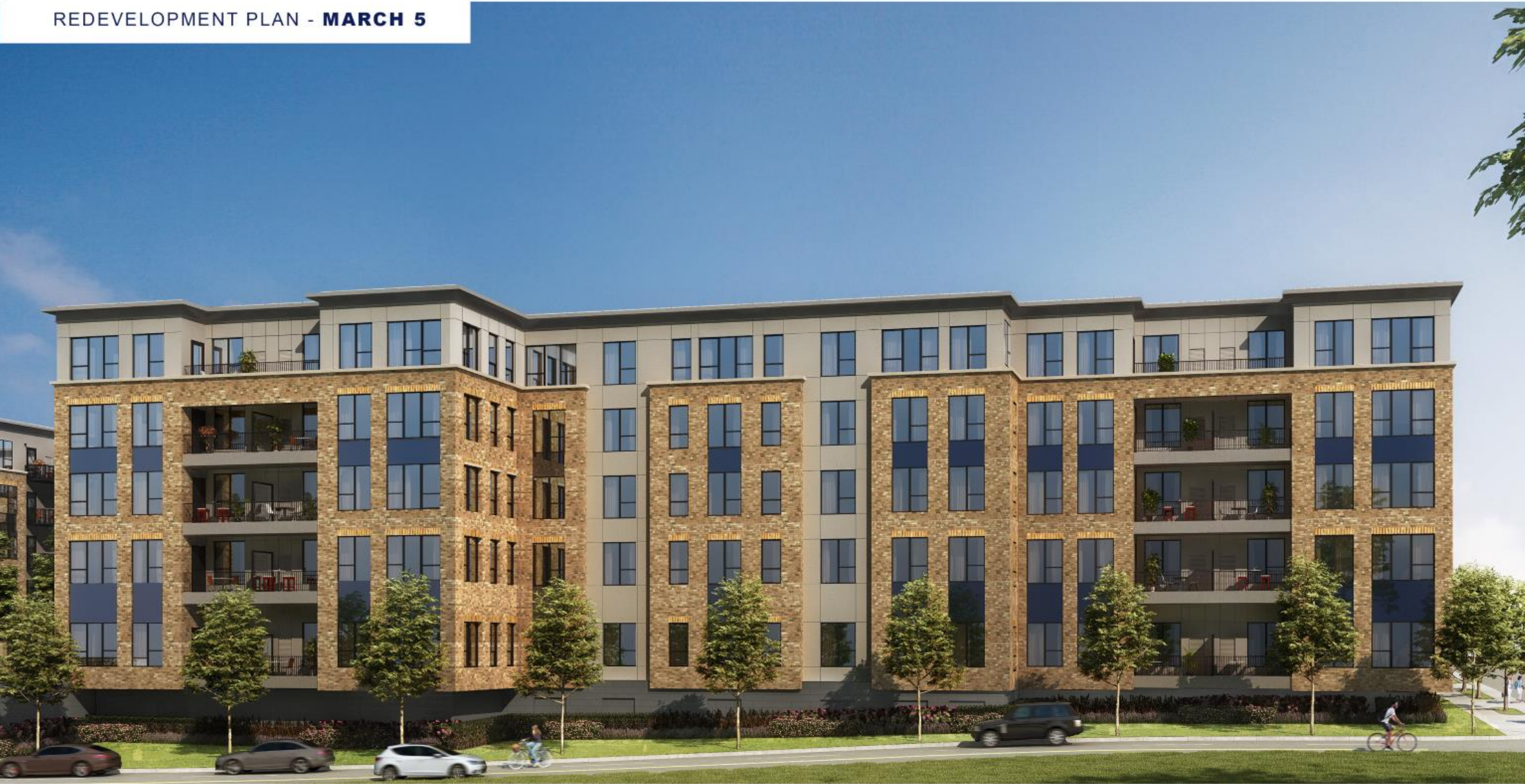
Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

RESIDENTIAL BUILDING - MAY 7



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

REDEVELOPMENT PLAN - MARCH 5



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

REDEVELOPMENT PLAN - **APRIL 4**



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

REDEVELOPMENT PLAN - MAY 7



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

REDEVELOPMENT PLAN - MAY 7



Attachment: 1515 Lake Cook - Applicant Presentation from 5-21-19 (4906 : PCD-18-16:

An architectural rendering of a modern urban plaza. In the foreground, a paved walkway with a geometric tile pattern is populated with diverse people walking and shopping, carrying bags. To the left, a building features a circular logo with a crossed hammer and pickaxe and the text 'SOCBU'. In the background, a multi-story brick building with large windows and balconies is visible. Signs on the building include 'PINT'S', 'HART & AMERICAN CRAFT BEER', and 'tap room + terrace'. A sign on the left building reads 'THOROUGH COURT'. The sky is a soft, hazy blue with light clouds.

Thank You!

WE ARE HAPPY TO TAKE ANY
QUESTIONS AT THIS TIME



May 15, 2019

Ms. Sandy Frum, President
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

Dear President Frum,

Ryan Companies and Brookfield Properties, as partners in the proposed Northbrook Court apartment development, seek to address the affordable housing concerns raised by the community and Village Board members. We want to be a collaborative partner with, and a good corporate citizen of, the Village. We propose a solution in this letter that gives the Village resources to advance an affordable housing policy, without jeopardizing the financial feasibility of this important transformation of Northbrook Court.

First, we would like to take a moment to review our approach to this project, and the context is important.

When we embarked on this development opportunity, we reviewed the Village's Affordable Housing Plan and Comprehensive Plan. Both documents identify areas within the village most appropriate for affordable housing; however, neither document identifies Northbrook Court or the Lake-Cook Road corridor as an area appropriate for affordable housing. Specifically, the Comprehensive Plan identifies the downtown central business district and the Techny property as appropriate areas for affordable housing, and the village's zoning code identifies the RS District (specifically senior housing uses within that district) as the district requiring affordable housing. Accordingly, we proceeded to design and finance the apartment project without affordable housing units.

To complicate matters, the extraordinary costs to redevelop the Macy's parcel at Northbrook Court creates the need for tax increment financing, without which, this project is not financeable. At this late stage, converting a meaningful number of market-rate units to affordable housing units would reduce incremental property taxes to a level that will not support the proposed TIF note repayments. Simply put, a conversion to affordable units renders the project unfinanceable.

Ryan Companies US, Inc.
111 Shuman Boulevard, Suite 400
Naperville, IL 60563

p: 630-328-1100
ryancompanies.com

CHICAGO, IL LICENSE TG004631
Equal Opportunity Employer



We clearly understand that affordable housing is an important topic for the Village Board to address, and we want to be a part of the solution. To that end, we are willing to make a contribution to a new affordable housing fund, created and administered by the Village, that will provide seed money for the Village's future affordable housing efforts. Additionally, as discussed below, approximately 24% of our units will offer rents that are affordable for the public sector workforce here in Northbrook.

We propose a contribution to a new affordable housing fund of \$750,000, to be made in three installments. The first installment of \$350,000 will be made when we receive our certificate of occupancy for the apartment building ("C.O."). The second installment of \$200,000 will be made twelve months after we receive our C.O. and the third installment of \$200,000 will be made twenty-four months after we receive our C.O. It is important to us that the funds be used for this purpose as part of a comprehensive Village-approved affordable housing program, and not diverted to general fund or other needs.

With respect to our rent levels and their affordability to the local workforce, we have a total of 73 one-bedroom and studio units with rents (plus estimated utilities) that are equal to or less than 30% of the average salary of the public sector workforce. We gathered data on salaries for School District 27 and School District 28 teachers (excluding senior administration staff) and for Village police, fire, public works and administrative staff (again, excluding senior staff). The average 2018 salary of this population, totaling 566 employees, is \$86,400. If 30% of their income is allocated toward rent and utilities, they are spending \$2,160 per month (2018 dollars). Our proposed project has over 42 one-bedroom units (15% of total units) that have rents plus estimated utility payments less than or equal to \$2,160 (2018 dollars). Further, the 31 studio units have even lower rents, adding to the workforce housing stock. In all, 73 units (24% of total units) are affordable in this context.

There is one other benchmark to consider: 80% of the average median household income (AMI) is often used to define income levels for affordable-workforce housing. The 80% AMI of Northbrook (2018) would support rent plus utility levels of \$2,390 per month, and the 80% AMI of a wider Northbrook-Glenview-Wheeling-Deerfield area would support rent plus utility levels of \$2,086 per month. For both of these AMI thresholds, 73 units are affordable in this context.

Thank you for your consideration of our proposal to support affordable housing in Northbrook. We believe this seed money and project will make important contributions to the future success and viability of Northbrook Court and the future affordable housing policy in Northbrook.

Sincerely,

Dan Walsh
Senior Vice President
Ryan Companies

Adam Tritt
Senior Vice President
Brookfield Properties Retail



Laube Consulting Group LLC
 200 S. Wacker Dr., Suite 3100
 Chicago, Illinois 60606

Michael S. Laube
milaube@laubecompanies.com
Direct (312) 674-4537

MEMORANDUM

To: The Village of Northbrook

From: Mike Laube

Subject: School Districts 28 and 225 Cost/Benefit Projection – Proposed Northbrook Court Apartment Project

Date: December 27, 2018

I. OVERVIEW

This memo presents a fiscal impact analysis of a proposed redevelopment of Northbrook Court, in relation to School Districts 28 and 225.

The redevelopment proposed by Brookfield Properties and Ryan Companies (collectively, the “Developer”) contemplates the demolition of the exiting Macy’s store at Northbrook Court and, in its place, the construction of 315 units of luxury residential apartments (the “Northbrook Court Apartment Project”) and 110,000 additional square feet of retail. This analysis estimates, over a 20-year period, the total incremental direct revenue and costs to the School Districts resulting from the Northbrook Court Apartment Project.

The analysis is dependent on a number of financial and market assumptions that were developed in connection with this report. Since future events are not subject to precise forecasts, some assumptions may not materialize in the exact form presented in this analysis. In addition, other unanticipated events or circumstances may occur which could influence the future outcome and performance of the project. Nonetheless, we believe that the underlying assumptions provide a reasonable basis for this analysis.

II. EXECUTIVE SUMMARY

We have run two (2) scenarios. The first scenario is a conservative, baseline scenario of a non-specific, luxury, suburban 315-unit apartment development, without consideration of the unique qualitative factors that apply to the Northbrook Court project. The second scenario adjusts the baseline scenario, with qualitative factors specific to the Northbrook Court project. We also made certain conservative assumptions, as stated in more detail below. Under both scenarios, students generated by the project result in revenues to the school districts that exceed the school districts' expenditures related to those students. All numbers shown in this executive summary are on a 20-year aggregate basis.

Baseline Scenario (assumes 16 Students)

- (Cost)/Benefit to School District 28 - \$2,150,000
- (Cost)/Benefit to School District 225 - \$700,000

Qualitative Scenario (9 Students)

- (Cost)/Benefit to School District 28 - \$4,400,000
- (Cost)/Benefit to School District 225 - \$1,800,000

Please refer to the Appendix and its tables for further detail. The Appendix is an integral part of this Report. The written narrative is meant to provide an overview of conclusions and key assumptions.

III. INCREMENTAL REVENUE TO THE SCHOOL DISTRICTS

A. Overview

The real estate assessment and taxation process involves several steps.

First, the County assessor's office establishes the fair market value ("FMV") of the property. The FMV is the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in a competitive market under all conditions requisite to a fair sale. The FMV is determined by any number of factors including, but not limited to: property location, age, type, and condition of facilities and infrastructure.

The FMV is multiplied by a tax rate to determine the property tax due for the property.

In the context of this analysis, the Developer is requesting that the Village of Northbrook (the "Village") create a Redevelopment Project Area, commonly called a "TIF District." In a TIF District, a "base" EAV is established by the County assessor. When the TIF District is redeveloped, and the EAV increases (1) the portion of the property taxes paid on the increased EAV (i.e., the "TIF increment") goes to the Village, to pay for the costs of redevelopment and (2) the portion of the property taxes paid on the base EAV continues to be paid to all taxing districts, as it was prior to the creation of the TIF District. However, when a TIF District encompasses a residential development, the statutory provisions of the TIF Act require the Village to set aside certain amounts for the school districts. The TIF Act requires that the Village set aside (1) for School District 28 (elementary), up to 27% of the TIF increment generated by the Northbrook Court Apartment Project and (2) for School District 225 (high school), up to 13% of the TIF increment generated by the Northbrook Court Apartment Project. These revenue sources are intended to offset the costs to the school districts of students who will actually reside within the Northbrook Court Apartment Project.

Therefore, the revenue generation shown in this analysis represents a total of 40% (27% + 13%) of the TIF increment expected to be generated by the Northbrook Court Apartment Project, i.e., the total amount potentially available to the school districts under the TIF Act.

B. Key Assumptions

- We have used the income approach and capitalized the rents and adjusted for comparable properties for property tax purposes for the residential development as is customary for in Cook County Assessment practices. We are estimating the property taxes to be approximately \$4,700 per unit which is well in line with current market conditions. We believe this is a reasonable, but conservative, estimate of taxes.
- The revenue identified below and, in the Appendix, includes TIF increment only, i.e., that portion of the property taxes to be paid on the Northbrook Court Apartment Project that exceeds the taxes that are paid on the base EAV of the property. Even though the school districts will actually receive more revenue than that (they will receive both the “base” EAV taxes and their relative percentage of the TIF Increment as described above), we are considering only the percentage of the TIF Increment.
- For a complete list of all assumptions used please see the Appendix.

Revenue to School Districts (all shown in aggregate dollars over a 20-year period)

- School District 28 \$ 7,100,000
- School District 225 \$3,400,000

Please see the Appendix for the annual cash flows and all detail.

IV. INCREMENTAL COSTS TO SCHOOL DISTRICT COSTS

A. Student Generation Estimate

1. Overview

To ascertain the number of students that will be generated by the Northbrook Court Apartment Project, we took a two-pronged approach.

First, Ryan Companies engaged Goodman Williams Group to estimate, using other existing apartment projects, the number of students that would be generated by a nonspecific, luxury, 315-unit apartment development in the Chicago suburbs, in a location near primary thoroughfares proximate to major regional concentrations of employment. Goodman Williams identified four such non-specific comparables. Ryan Companies' engagement of Goodman Williams did not call for Goodman Williams to account for the unique attributes of the Northbrook Court Apartment Project, in large part because this is truly an urban setting the suburban Chicago Metropolitan Area, i.e., 315-unit apartment projects integral to a regional shopping mall redevelopment. We have used that scenario as a conservative baseline case.

Second, to account for the unique nature of the Northbrook Court Apartment Project, we then applied qualitative factors to the baseline case, to assess which of the four comparables in the Goodman Williams report would (and would not) provide the best predictor of student generation for the Northbrook Court Apartment Project.

2. Baseline Analysis

Goodman Williams identified four comparable apartment projects:

1. Regency Place, Oakbrook Terrace
2. Residences at the Grove, Downers Grove
3. Riverwalk Place, Buffalo Grove
4. Aloft at the Glen Town Center

Comparability was determined on the basis of only three factors: (1) age of development (all were built after 2000), (2) locational attributes (all are situated in suburban locations near primary thoroughfares proximate to major regional concentrations of employment) and (3) product type (all are “luxury-style” mixed use and/or mid-rise buildings featuring a high level of features, finishes, and building amenities). Goodman Williams did not make further distinctions, either among the four comparables, or between the comparables on one hand and the Northbrook Court Apartment Project on the other, with respect to (1) specific amenities (including those that might, or might not, attract families with school-age children), (2) proximity of each to public recreational open space or public schools, or (3) “lifestyle” types of each of the developments.

Goodman Williams used the most recent Decennial Census (2010) where the actual block level matches the boundaries of the comparable apartment development, allowing them to get actual data from the Census on the number of school-age children who lived in each development.

Goodman Williams concluded that: (1) for the comparables as a whole, an average of 0.13 school-age children lives in each multi-bedroom unit; these range from 0.05 per unit (Residences at the Grove, Downers Grove) to 0.21 per unit (Aloft at The Glen Town Center, Glenview and Regency Place, Oakbrook Terrace).

Applying the 0.13 per unit average to the Northbrook Court Apartment Project, Goodman Williams estimated that, with 40% multi-bedroom units, the Northbrook Court Apartment Project would generate approximately 16 students.

We have further estimated that the breakout between grade school children and high school children are 11 for the grade school and 5 for the high school. This represents about 2/3 of the students being grade school age and 1/3 being high school age. This is both consistent with normal market assumptions (i.e., 8 years of grade school and 4 years of high school) but also consistent with the proportions as legislated in the TIF Act (27 % out of 40%, or about two thirds going to grade school and 13% out of 40%, or about one-third going to the high school).

3. Qualitative Analysis

a. Qualitative Factors

As discussed above, we considered qualitative factors unique to the Northbrook Court Apartment Project, to more accurately estimate the likely student generation figures. These factors include:

1. The Northbrook Court Apartment Project is more akin to a walkable urban location than a typical suburban apartment complex. The Northbrook Court Apartment Project is part of a larger, major redevelopment of Northbrook Court, a regional shopping mall, into a condensed, lifestyle and entertainment district that will include new restaurants, nightlife spots, a grocery store, and other retailers.
2. The redevelopment site plan is designed to fully integrate the Northbrook Court Apartment Project with the restaurant, retail, and entertainment components. With 900,000 square feet of retail, restaurant and entertainment space, the lifestyle environment at Northbrook Court will be more dense and active in an 18-hour period than a typical suburban apartment complex.
3. The redevelopment plan does not include traditional recreational open space or any open space dedicated specifically for the Northbrook Court Apartment Project.
4. In light of its design, location, and focus,
 - a. the primary target markets for Northbrook Court apartments are:
 - Empty nesters primarily aged between 55 and 64;
 - Younger singles and couples without children under the age of 35;
 - b. and the secondary target markets for Northbrook Court apartments are:
 - Divorced and widowed adults;
 - Middle-aged singles and couples without children;
 - Singles living together as couples in a roommate condition
5. In light of its target markets, the Northbrook Court Apartment Project will include price points, a unit mix, finishes, and amenities geared toward the target markets above (and not geared toward families with school-age children), including:
 - Rents will be top-of-the-market, ranging from \$1,720 per month to \$3,500 per month,
 - 60% of the units will be studio, convertible or one-bedroom units;
 - Units will have
 - designer kitchen cabinetry and lighting;
 - Quartz/granite countertops and engineered wood plank-style flooring;
 - Energy efficient stainless-steel appliances.

- Common amenities will include
 - Lounge with demonstration kitchen, seating, grilling stations and fire pits;
 - Fitness center with smartphone technology, Pilates/barre studio, spin room and yoga room;
 - Business center with co-working space;
 - Resort-style pool with furnished deck and hot tub, but without a diving board, without a water slide, without a zero-depth pool, and without a lifeguard;
 - Entertainment club room with seating, kitchenette and game tables;
 - Library with secluded reading/meditation area

- c. **Applying the Qualitative Factors:** Taking these qualitative factors into consideration, we believe that the Northbrook Court Apartment Project will be more like the Residences at the Grove, Downers Grove (0.05 students per unit) or Riverwalk Place, Buffalo Grove (0.08 students per unit) than Aloft, Glenview (0.21) or Regency Place, Oakbrook Terrace (0.21). Rather than applying an average of Downers Grove and the Buffalo Grove projects, we have taken a more conservative approach to this. We are applying the higher end of that range, or 0.08 students per 2 bedroom unit or approximately 9 students total. If we took an average of these more comparable developments, the impact to the schools would be even more positive.

We have also broken out the students two-thirds to the grade school (or 6) and one third to the high school (or 3) because of the same rationale as stated above.

i. **School Proximity:**

The Northbrook Court Apartment Project is not convenient to Westmoor grade school, which is the attendance area grade school within District 28. Specifically, it is between 3.7 miles and 5.2 miles away, depending on the route taken. Having elementary school children walk to school would be extremely unlikely, as the route would include one or more of the following major streets: Lake-Cook Road, Waukegan Road, Dundee Road, and Pfingsten Road. Northbrook Junior High School is between 3.5 and 4.4 miles away, and also accessible only via major streets (Lake-Cook Road, Skokie Boulevard, and Waukegan Road). Glenbrook North High School (the attendance area high school within District 225) is even further away at between 4.5 miles and 5.4 miles, depending on the route taken.

In contrast Aloft in Glenview is 1.7 miles from Westbrook (primary), 2.7 miles from Glen Grove (intermediate), and virtually across the street from Attea (middle). Aloft is also less than a 2-mile drive to Glenbrook South High School. Regency Place in Oakbrook Terrace is approximately 1 mile to Stevenson School (primary) and York Center School (intermediate) and just over 2 miles to both Jackson Middle School and Willowbrook High School.

ii. Park Proximity:

The Northbrook Court Apartment Project will have no dedicated recreational open space. The common open areas that will be part of the retail redevelopment will not be used for traditional recreational use. A small park (Williamsburg Square Park) is located adjacent to the east side of Northbrook Court Mall.

In contrast, Aloft is across the street from the largest community park in Glenview, the 142-acre Gallery Park, with trails, playing fields, tennis courts, and fishing. Aloft is also adjacent to two golf courses (the Glen Club and Glenview Prairie Club). Regency Place in Oakbrook Terrace is a mile from two parks (Knolls Park and Villa Roosevelt Park).

iii. Amenities:

As stated above, the amenities of the Northbrook Court Apartment Project are all geared toward the target markets, which do not include families with school-age children.

iv. Lifestyle:

Regency Place is near both Yorktown Center and Oak Brook Center, but still approximately 2 and 3 miles away, respectively, from those centers. In contrast, the Northbrook Court Apartment Project will actually be integrated into Northbrook Court Mall. Aloft is part of The Glen Town Center, but overall, The Glen Town Center's retail/entertainment presence is much smaller and less dense than Northbrook Court's. And, as stated above, Aloft is across the street from a 142-acre public park. Neither Regency Place nor Aloft offer the same "urban lifestyle" environment as the Northbrook Court Apartment Project.

B. School Districts Cost Estimate (Over a 20-Year Period)

Under both the Baseline Scenario (referred to as Scenario 1 in the attached tables) and the Qualitative Scenario (referred to as Scenario 2 in the attached tables), we calculated the estimated costs to the school districts over a 20-year period:

Baseline Scenario

- School District 28 \$4,900,000
- School District 225 \$2,700,000

Qualitative Scenario

- School District 28 \$2,700,00
- School District 225 \$1,600,000

Please see the tables in the attached Appendix for the full detail of these calculations. Tables .1, 2, 7, and 8 provide the detail.

We made several conservative assumptions.

- First, we assumed that each student residing in the Northbrook Court Apartment Project will be a new student to the school district, rather than an existing student that lived elsewhere in the district and that moved to the Northbrook Court Apartment Project.
- We assumed that each student residing in the Northbrook Court Apartment Project will attend a public school. It is certainly possible, if not likely, that some students will attend private schools thus making the impact to the school districts even more positive.
- We used the operational costs per student from the Illinois School Report Card.
- Finally, we assumed that the costs per student were all “new” costs to the districts, and not already absorbed by certain fixed and overhead costs that the school districts would have already incurred, with or without the additional students.

V. NET COST/BENEFIT CALCULATIONS OVER 20-YEARS

Under both scenarios, the Northbrook Court Apartment Project result in revenues that exceed the school districts' expenditures related to those students.

School District 28 – Baseline Scenario

- Total Revenues Collected \$7,110,624
- Incremental Costs \$4,960,300
- **Net (Cost)/Benefit to School District 28 \$2,150,324**

5-Year Cash Flow – Baseline Scenario

Year	School District 28 Share of Increment	School District 28 Incremental Student Costs	Benefit/(Cost)
Year 1	\$ 89,323	\$ 104,220	\$ (14,897)
Year 2	\$ 280,901	\$ 212,608	\$ 68,293
Year 3	\$ 280,901	\$ 216,860	\$ 64,061
Year 4	\$ 280,901	\$ 221,197	\$ 59,704
Year 5	\$ 310,362	\$ 225,621	\$ 84,741

School District 28 – Qualitative Scenario

- Total Revenues Collected \$7,110,624
- Incremental Costs \$2,705,618
- **Net (Cost)/Benefit to the School District 28 \$4,405,006**

5-Year Cash Flow – Qualitative Scenario

Year	School District 28 Share of Increment	School District 28 Incremental Student Costs	Benefit/(Cost)
Year 1	\$ 89,323	\$ 56,847	\$ 32,476
Year 2	\$ 280,901	\$ 115,968	\$ 164,933
Year 3	\$ 280,901	\$ 118,287	\$ 162,614
Year 4	\$ 280,901	\$ 120,653	\$ 160,248
Year 5	\$ 310,362	\$ 123,066	\$ 187,296

School District 225 – Baseline Scenario

- Total Revenues Collected \$3,423,634
- Incremental Costs \$2,729,677
- **Net (Cost)/Benefit to School District 225 \$693,956**

5-Year Cash Flow – Baseline Scenario

Year	SD 225 Share of the TIF Increment	School District 225 Incremental Student Costs	Benefit/(Cost)
Year 1	\$ 43,007	\$ 57,353	\$ (14,345)
Year 2	\$ 135,249	\$ 116,999	\$ 18,249
Year 3	\$ 135,249	\$ 119,339	\$ 15,909
Year 4	\$ 135,249	\$ 121,726	\$ 13,523
Year 5	\$ 149,434	\$ 124,160	\$ 25,573

School District 225 – Qualitative Scenario

- Total Revenues Collected \$3,410,810
- Incremental Costs \$1,637,806
- **Net (Cost)/Benefit to School District 225 \$1,773,004**

5-Year Cash Flow – Qualitative Scenario

Year	SD 225 Share of the TIF Increment	School District 225 Incremental Student Costs	Benefit/(Cost)
Year 1	\$ 43,007	\$ 34,412	\$ 8,596
Year 2	\$ 135,249	\$ 70,199	\$ 65,049
Year 3	\$ 135,249	\$ 71,603	\$ 63,645
Year 4	\$ 135,249	\$ 73,036	\$ 62,213
Year 5	\$ 149,434	\$ 74,496	\$ 74,937

VI. CONCLUSIONS

These scenarios show that under very reasonable and conservative assumptions, there is anticipated to be very few school age children generated by this residential development and the statutory set aside of the tax increment is very reasonably anticipated to cover the incremental costs of the new student generation, and therefore, no new school district levy is reasonably anticipated as a result of this development.

DRAFT

APPENDIX

The Appendix is an integral part of this Report. The written narrative is meant to provide an overview of key assumptions and conclusions.

Baseline Scenario (Scenario 1 in the Tables)

Table 1 – School District 28 Cash Flow Summary

Table 2 – School District 225 Cash Flow Summary

Table 3 – School District 28 Cost Assumptions

Table 4 – School District 225 Cost Assumptions

Table 5 – School District 28 Cost Projection

Table 6 – School District 225 Cost Projection

Qualitative Scenario (Scenario 2 in the Tables)

Table 7 – School District 28 Cash Flow Summary

Table 8 – School District 225 Cash Flow Summary

Table 9 – School District 28 Cost Assumptions

Table 10 – School District 225 Cost Assumptions

Table 11 – Calculation the Number of Students

Table 12 – School District 28 Cost Projection

Table 13 – School District 225 Cost Projection

Goodman Williams Report

Ryan GGP
Northbrook
Fiscal Impact Analysis
Cost Benefit Summary
Scenario 1 - 16 Students

Year	School District 28 Share of Increment		Incremental Student Costs		Benefit/(Cost)
Year 1	\$	89,323	\$	104,220	\$ (14,897)
Year 2	\$	280,901	\$	212,608	\$ 68,293
Year 3	\$	280,901	\$	216,860	\$ 64,041
Year 4	\$	280,901	\$	221,197	\$ 59,704
Year 5	\$	310,362	\$	225,621	\$ 84,741
Year 6	\$	310,362	\$	230,133	\$ 80,228
Year 7	\$	310,362	\$	234,736	\$ 75,626
Year 8	\$	342,088	\$	239,431	\$ 102,657
Year 9	\$	342,088	\$	244,220	\$ 97,869
Year 10	\$	342,088	\$	249,104	\$ 92,984
Year 11	\$	376,254	\$	254,086	\$ 122,168
Year 12	\$	376,254	\$	259,168	\$ 117,086
Year 13	\$	376,254	\$	264,351	\$ 111,903
Year 14	\$	413,047	\$	269,638	\$ 143,409
Year 15	\$	413,047	\$	275,031	\$ 138,016
Year 16	\$	413,047	\$	280,531	\$ 132,516
Year 17	\$	452,669	\$	286,142	\$ 166,527
Year 18	\$	452,669	\$	291,865	\$ 160,804
Year 19	\$	452,669	\$	297,702	\$ 154,967
Year 20	\$	495,337	\$	303,656	\$ 191,681
Total	\$	7,110,624	\$	4,960,300	\$ 2,150,324

Attachment: 1515 Lake Cook - School Impact Projections (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Ryan GGP
Northbrook
Fiscal Impact Analysis
Cost Benefit Summary
Scenario 1 - 16 Students

School District 225				
Year	SD 225 Share of the TIF Increment	Incremental Student Costs		Benefit/(Cost)
Year 1	\$ 43,007	\$ 57,353	\$ (14,345)	
Year 2	\$ 135,249	\$ 116,999	\$ 18,249	
Year 3	\$ 135,249	\$ 119,339	\$ 15,909	
Year 4	\$ 135,249	\$ 121,726	\$ 13,523	
Year 5	\$ 149,434	\$ 124,160	\$ 25,273	
Year 6	\$ 149,434	\$ 126,644	\$ 22,790	
Year 7	\$ 149,434	\$ 129,176	\$ 20,257	
Year 8	\$ 164,709	\$ 131,760	\$ 32,949	
Year 9	\$ 164,709	\$ 134,395	\$ 30,314	
Year 10	\$ 164,709	\$ 137,083	\$ 27,626	
Year 11	\$ 181,159	\$ 139,825	\$ 41,335	
Year 12	\$ 181,159	\$ 142,621	\$ 38,538	
Year 13	\$ 181,159	\$ 145,474	\$ 35,686	
Year 14	\$ 198,874	\$ 148,383	\$ 50,491	
Year 15	\$ 198,874	\$ 151,351	\$ 47,524	
Year 16	\$ 198,874	\$ 154,378	\$ 44,497	
Year 17	\$ 217,952	\$ 157,465	\$ 60,486	
Year 18	\$ 217,952	\$ 160,615	\$ 57,337	
Year 19	\$ 217,952	\$ 163,827	\$ 54,125	
Year 20	\$ 238,496	\$ 167,104	\$ 71,392	
Total	\$ 3,423,634	\$ 2,729,677	\$ 693,956	

Attachment: 1515 Lake Cook - School Impact Projections (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Ryan GGP
Northbrook
School District 28 Cost
Cost Assumptions
Scenario 1 - 16 Students

Operational Cost Per Student \$ 18,949

Annual Inflationary Index 2%

Ryan GGP
Northbrook
School District 225 Cost
Cost Assumptions
Scenario 1 - 16 Students

Operational Cost Per Student \$ 22,941

Annual Inflationary Index 2%

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 28
Cost Per Student Projection
Scenario 1 - 16 Students

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Estimated Number of Students Goodman Williams Group	5.50	11.00	11.00	11.00	11.00	11.00	11.00
Total Annual Number of Students	5.50	11.00	11.00	11.00	11.00	11.00	11.00
Total Operational Cost Per Student	\$ 18,949	\$ 19,328	\$ 19,715	\$ 20,109	\$ 20,511	\$ 20,921	\$ 21,340
Total Incremental Costs of Students to SD 34 from Development	\$ 104,220	\$ 212,608	\$ 216,860	\$ 221,197	\$ 225,621	\$ 230,133	\$ 234,736

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 28
Cost Per Student Projection
Scenario 1 - 16 Students

	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Estimated Number of Students Goodman Williams Group	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Total Annual Number of Students	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Total Operational Cost Per Student	\$ 21,766	\$ 22,202	\$ 22,646	\$ 23,099	\$ 23,561	\$ 24,032	\$ 24,513
Total Incremental Costs of Students to SD 34 from Development	\$ 239,431	\$ 244,220	\$ 249,104	\$ 254,086	\$ 259,168	\$ 264,351	\$ 269,638

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 28
Cost Per Student Projection
Scenario 1 - 16 Students

	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Estimated Number of Students Goodman Williams Group	11.00	11.00	11.00	11.00	11.00	11.00
Total Annual Number of Students	11.00	11.00	11.00	11.00	11.00	11.00
Total Operational Cost Per Student	\$ 25,003	\$ 25,503	\$ 26,013	\$ 26,533	\$ 27,064	\$ 27,605
Total Incremental Costs of Students to SD 34 from Development	\$ 275,031	\$ 280,531	\$ 286,142	\$ 291,865	\$ 297,702	\$ 303,656

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 225
Cost Per Student Projection
Scenario 1 - 16 Students

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Estimated Number of Students							
Goodman Williams Group	2.50	5.00	5.00	5.00	5.00	5.00	5.00
Total Operational Cost Per Student	\$ 22,941	\$ 23,400	\$ 23,868	\$ 24,345	\$ 24,832	\$ 25,329	\$ 25,835
Total Incremental Costs of Students to SD 225 from Development	\$ 57,353	\$ 116,999	\$ 119,339	\$ 121,726	\$ 124,160	\$ 126,644	\$ 129,176

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 225
Cost Per Student Projection
Scenario 1 - 16 Students

	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Estimated Number of Students Goodman Williams Group	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total Operational Cost Per Student	\$ 26,352	\$ 26,879	\$ 27,417	\$ 27,965	\$ 28,524	\$ 29,095	\$ 29,677
Total Incremental Costs of Students to SD 225 from Development	\$ 131,760	\$ 134,395	\$ 137,083	\$ 139,825	\$ 142,621	\$ 145,474	\$ 148,383

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 225
Cost Per Student Projection
Scenario 1 - 16 Students

	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Estimated Number of Students						
Goodman Williams Group	5.00	5.00	5.00	5.00	5.00	5.00
Total Operational Cost Per Student	\$ 30,270	\$ 30,876	\$ 31,493	\$ 32,123	\$ 32,765	\$ 33,421
Total Incremental Costs of Students to SD 225 from Development	\$ 151,351	\$ 154,378	\$ 157,465	\$ 160,615	\$ 163,827	\$ 167,104

Ryan GGP
Northbrook
Fiscal Impact Analysis
Cost Benefit Summary
Scenario 2 - 9 Students

Year	School District 28 Share of Increment		Incremental Student Costs		Benefit/(Cost)
Year 1	\$	89,323	\$	56,847	\$ 32,476
Year 2	\$	280,901	\$	115,968	\$ 164,933
Year 3	\$	280,901	\$	118,287	\$ 162,614
Year 4	\$	280,901	\$	120,653	\$ 160,248
Year 5	\$	310,362	\$	123,066	\$ 187,296
Year 6	\$	310,362	\$	125,527	\$ 184,835
Year 7	\$	310,362	\$	128,038	\$ 182,324
Year 8	\$	342,088	\$	130,599	\$ 211,490
Year 9	\$	342,088	\$	133,211	\$ 208,878
Year 10	\$	342,088	\$	135,875	\$ 206,213
Year 11	\$	376,254	\$	138,592	\$ 237,662
Year 12	\$	376,254	\$	141,364	\$ 234,890
Year 13	\$	376,254	\$	144,191	\$ 232,063
Year 14	\$	413,047	\$	147,075	\$ 265,972
Year 15	\$	413,047	\$	150,017	\$ 263,030
Year 16	\$	413,047	\$	153,017	\$ 260,030
Year 17	\$	452,669	\$	156,077	\$ 296,591
Year 18	\$	452,669	\$	159,199	\$ 293,470
Year 19	\$	452,669	\$	162,383	\$ 290,286
Year 20	\$	495,337	\$	165,631	\$ 329,707
Total	\$	7,110,624	\$	2,705,618	\$ 4,405,006

Attachment: 1515 Lake Cook - School Impact Projections (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Ryan GGP
Northbrook
Fiscal Impact Analysis
Cost Benefit Summary
Scenario 2 - 9 Students

Year	School District 225			Benefit/(Cost)
	SD 225 Share of the TIF Increment	Incremental Student Costs		
Year 1	\$ 43,007	\$ 34,412	\$	8,596
Year 2	\$ 135,249	\$ 70,199	\$	65,049
Year 3	\$ 135,249	\$ 71,603	\$	63,645
Year 4	\$ 135,249	\$ 73,036	\$	62,213
Year 5	\$ 149,434	\$ 74,496	\$	74,937
Year 6	\$ 149,434	\$ 75,986	\$	73,447
Year 7	\$ 149,434	\$ 77,506	\$	71,928
Year 8	\$ 164,709	\$ 79,056	\$	85,653
Year 9	\$ 164,709	\$ 80,637	\$	84,072
Year 10	\$ 164,709	\$ 82,250	\$	82,459
Year 11	\$ 181,159	\$ 83,895	\$	97,265
Year 12	\$ 181,159	\$ 85,573	\$	95,587
Year 13	\$ 181,159	\$ 87,284	\$	93,875
Year 14	\$ 198,874	\$ 89,030	\$	109,845
Year 15	\$ 198,874	\$ 90,810	\$	108,064
Year 16	\$ 198,874	\$ 92,627	\$	106,248
Year 17	\$ 217,952	\$ 94,479	\$	123,472
Year 18	\$ 217,952	\$ 96,369	\$	121,583
Year 19	\$ 217,952	\$ 98,296	\$	119,656
Year 20	\$ 238,496	\$ 100,262	\$	138,234
Total	\$ 3,423,634	\$ 1,637,806	\$	1,785,827

Attachment: 1515 Lake Cook - School Impact Projections (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

Ryan GGP
Northbrook
School District 28 Cost
Cost Assumptions
Scenario 2 - 9 Students

Operational Cost Per Student \$ 18,949

Annual Inflationary Index 2%

Ryan GGP
Northbrook
School District 225 Cost
Cost Assumptions
Scenario 2 - 9 Students

Operational Cost Per Student \$ 22,941

Annual Inflationary Index 2%

Ryan GGP
 Northbrook
 Fiscal Impact Analysis
 Scenario 2 - 9 Students
 Number of Student Calculation

Two or More Bedroom Unit Per GWG Report	120
Estimated Student Population Per Riverwalk Place	<u>0.08</u>
Total Students Generated	<u><u>9.6</u></u>
Rounded	<u><u>9</u></u>

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 28
Cost Per Student Projection
Scenario 2 - 9 Students

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Estimated Number of Students	3.00	6.00	6.00	6.00	6.00	6.00	6.00
Total Annual Number of Students	3.00	6.00	6.00	6.00	6.00	6.00	6.00
Total Operational Cost Per Student	\$ 18,949	\$ 19,328	\$ 19,715	\$ 20,109	\$ 20,511	\$ 20,921	\$ 21,340
Total Incremental Costs of Students to SD 34 from Development	\$ 56,847	\$ 115,968	\$ 118,287	\$ 120,653	\$ 123,066	\$ 125,527	\$ 128,038

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 28
Cost Per Student Projection
Scenario 2 - 9 Students

	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Estimated Number of Students	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Total Annual Number of Students	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Total Operational Cost Per Student	\$ 21,766	\$ 22,202	\$ 22,646	\$ 23,099	\$ 23,561	\$ 24,032	\$ 24,513
Total Incremental Costs of Students to SD 34 from Development	\$ 130,599	\$ 133,211	\$ 135,875	\$ 138,592	\$ 141,364	\$ 144,191	\$ 147,075

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 28
Cost Per Student Projection
Scenario 2 - 9 Students

	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Estimated Number of Students	6.00	6.00	6.00	6.00	6.00	6.00
Total Annual Number of Students	6.00	6.00	6.00	6.00	6.00	6.00
Total Operational Cost Per Student	\$ 25,003	\$ 25,503	\$ 26,013	\$ 26,533	\$ 27,064	\$ 27,605
Total Incremental Costs of Students to SD 34 from Development	\$ 150,017	\$ 153,017	\$ 156,077	\$ 159,199	\$ 162,383	\$ 165,631

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 225
Cost Per Student Projection
Scenario 2 - 9 Students

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Estimated Number of Students	1.50	3.00	3.00	3.00	3.00	3.00	3.00
Total Operational Cost Per Student	\$ 22,941	\$ 23,400	\$ 23,868	\$ 24,345	\$ 24,832	\$ 25,329	\$ 25,835
Total Incremental Costs of Students to SD 225 from Development	\$ 34,412	\$ 70,199	\$ 71,603	\$ 73,036	\$ 74,496	\$ 75,986	\$ 77,506

Ryan GGP
Northbrook
Fiscal Impact Analysis
School District 225
Cost Per Student Projection
Scenario 2 - 9 Students

	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Estimated Number of Students	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Total Operational Cost Per Student	\$ 26,352	\$ 26,879	\$ 27,417	\$ 27,965	\$ 28,524	\$ 29,095	\$ 29,677
Total Incremental Costs of Students to SD 225 from Development	\$ 79,056	\$ 80,637	\$ 82,250	\$ 83,895	\$ 85,573	\$ 87,284	\$ 89,030

Ryan GGP
 Northbrook
 Fiscal Impact Analysis
 School District 225
 Cost Per Student Projection
 Scenario 2 - 9 Students

	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Estimated Number of Students	3.00	3.00	3.00	3.00	3.00	3.00
Total Operational Cost Per Student	\$ 30,270	\$ 30,876	\$ 31,493	\$ 32,123	\$ 32,765	\$ 33,421
Total Incremental Costs of Students to SD 225 from Development	\$ 90,810	\$ 92,627	\$ 94,479	\$ 96,369	\$ 98,296	\$ 100,262

**POTENTIAL SALES SURVEY
AND COMPETITOR IMPACT ASSESSMENT
PROPOSED SPECIALTY GROCERY
NORTHBROOK COURT MALL
NORTHBROOK, IL**

**POTENTIAL SALES SURVEY
AND COMPETITOR IMPACT ASSESSMENT
PROPOSED SPECIALTY GROCERY
NORTHBROOK COURT MALL
NORTHBROOK, IL**

PREPARED FOR:

MR. MATTHEW LESH
MANAGER, RETAIL PROPERTIES
BROOKFIELD PROPERTIES
350 N. ORLEANS STREET, SUITE 300
CHICAGO, IL 60654
(312) 960-2522
matthew.lesh@brookfieldpropertiesretail.com

PREPARED BY:

INTALYTICS
5 RESEARCH DRIVE, SUITE A
ANN ARBOR, MI 48103
(925) 785-0739 (925) 858-5027

**INTALYTICS #552-001
DECEMBER 2018**



SALES SUMMARY

>NORTHBROOK COURT MALL, NORTHBROOK, IL<

SPECIALTY SUPERMARKET

>AT 70,000 SQUARE FEET

SALES SUMMARY- 70,000 GSF AT 100 IMAGE

	<u>2021</u>	(GROSS <u>\$PSF</u>)	<u>2022</u>	(GROSS <u>\$PSF</u>)	<u>2023</u>	(GROSS <u>\$PSF</u>)
WEEKLY SALES:	\$618,800	(\$8.84)	\$660,600	(\$9.44)	\$688,400	(\$9.83)
ANNUAL SALES:	\$32,177,600		\$34,351,200		\$35,796,800	

ALL SALES IN CONSTANT 2018 DOLLARS

I. EXECUTIVE SUMMARY

1. The Proposed Store would capture approximately \$271,068 in trade area grocery sales per week from existing grocery stores in Northbrook and would capture approximately \$278,162 in trade area grocery store sales per week from non-Northbrook grocery stores, for a net gain to the Village of \$7,094 in trade grocery store sales per week or \$368,888 per year.
2. The Proposed Store at Northbrook Court Mall would have a primary trade area that includes areas of Northbrook, Highland Park, Deerfield, Riverwoods, and Glencoe.
3. The Proposed Store would compete with thirteen (13) existing grocery stores located within, and outside of, that trade area in Northbrook, Highland Park, Deerfield, Bannockburn, and Glenview.
4. The Proposed Store's sales are estimated to be \$688,400 per week and \$35,796,800 per year.

II. PURPOSE

It is our understanding that Brookfield Properties is contemplating redevelopment of the western portion of the existing 1.0 million+ square-foot Northbrook Court Mall in Northbrook, Illinois (the "Subject Site"). That redevelopment would include the possible deployment of a new specialty grocery store approximating 70,000 total square feet in size at the west end of the Subject Site (the "Proposed Store"). Brookfield requested that we prepare this Potential Sales Survey (PSS) to (1) identify the potential sales of the Proposed Store and (2) assess the impact the Proposed Store would have on sales of existing grocery operators within the Village of Northbrook.

The study undertaken in this report examined the long range (2021-2023) sales performance for the Proposed Store. In preparing this analysis, numerous variables, including population and competitor variables and their respective distances from one

another, were scrutinized as part of this study using MODEL. MODEL is a gravity modeling system universally utilized by supermarkets, wholesalers and developers nationwide to evaluate sites for the remodel or development of grocery stores. Such modeling systems have been utilized by the grocery industry for over 50 years and were created by the supermarket industry for supermarkets. The MODEL program used for this PSS is proprietary to Intalytics.

III. METHODOLOGY AND CONCLUSIONS

A. Identifying the Market “As Is”

In defining the characteristics of the existing relevant grocery store market, Intalytics:

- (1) identified the relevant trade area, which includes the 48 “Map Sectors” depicted on the Trade Area and Competition Map at page 39; these Map Sectors are 2010 Census block groups; these areas comprise the effective or primary trade area geography for the Subject Site from which a supermarket at the Subject Site would collect the majority of its total business,
- (2) identified the thirteen (13) supermarkets within the relevant trade area, which are the following stores, numbered on the Trade Area and competition Map:

Store Number	Store Name	Municipality
1	Trader Joe’s	Northbrook
2	Mariano’s	Northbrook
3	Sunset Foods	Northbrook
4	Jewel	Deerfield
5	Whole Foods	Deerfield
6	Jewel	Highland Park
7	Sunset Foods	Highland Park
8	Whole Foods	Northbrook
9	Jewel	Glenview

10	Mariano's	Bannockburn
11	Jewel	Glenview
12	Heinen's	Bannockburn
13	Mariano's	Glenview

- (3) estimated the weekly grocery sales volume, store size, and sales per square foot for each of these thirteen (13) stores, which represents a 'today snapshot' of the trade area's competitive environment within which the Proposed Store would be deployed; sales volume estimates were determined by our analysts' on-site visits and interviews with selected sources affiliated with these stores; our analysts also reviewed store operations, merchandising, physical facility, and in some cases major specialty departments,
- (4) estimated the percentage of each existing stores sales volume that would come from people living within the identified trade area (a/k/a "PEXP"); these estimates are based on (a) the location of the store relative to other competitors, (b) the nature of the store (e.g., conventional vs. specialty), and (c) the store's location (e.g., local vs. regional access and visibility),
- (5) identified a "CURVE" for each store, which is the percentage of the store's sales volume estimated to originate from within a certain radius around the store – a store with a low CURVE has a broader, more regional draw, while a store with a higher CURVE draws more of its business within the defined radius; like the PEXP, a store's CURVE is based on (a) the location of the store relative to other competitors, (b) the nature of the store (e.g., conventional vs. specialty), and (c) the store's location (e.g., local vs. regional access and visibility); a "conventional" store like Jewel typically has a curve of 70,
- (6) calculated, using MODEL, an "IMAGE" score for each store identified on the Market Place As Is table, which is a relative ranking of each existing store in the market; an IMAGE of 100 is average; IMAGE is generated by MODEL, using the other inputs described in this PSS, including sales per square foot,

- (7) compiled the estimated population for each of the forty-eight (48) Map Sectors within the trade area, using U.S. Census data and local estimates, and included the average weekly expenditure per person, per week for the type of merchandise carried in supermarkets within each Map Sector (“PCW”), derived from U.S. Bureau of Labor Statistics data assigned for each Map Sector given its per capita income base and respective household size; this information is included in detail in the “**Sector Report**” (page 13 – 14).

Conclusions

Current average household income within the relevant trade area is estimated at \$184,902 per annum, while the trade area’s median age is 38 years. The average household size is 2.67 persons per unit. A “**Grocery Trade Area Demographics**” table follows (p. 37-38). Racially, the trade area is an estimated 89% White, 4% Hispanic, 1% Black, and 5% Asian. White Collar employment comprises an estimated 88% of the trade area’s populace.

The current trade area population is estimated at 70,793 and expected to increase to 71,197 persons by the end of the forecast period. The thirteen (13) grocery stores surveyed in this analysis average 55,285 gross square feet, with an average sale per square foot of \$9.77. Total weekly grocery store expenditure potential is estimated at \$4,173,903. Of this potential the thirteen (13) facilities capture \$3,449,500 or 82.6% market share. Total leakage (i.e., the portion of a trade area’s total grocery potential that is not served by major competitors) in this market is 17.4% and is accounted for primarily by smaller independent stores and membership box stores like Costco. This leakage calculation is consistent with national data, which shows that leakage generally ranges from 15% (in suburban areas) to 25% (in more urban areas with more numerous grocery options).

Population	70,793
Potential	\$4,173,903
Facility Volume	\$3,449,500
Leakage Amount	\$724,403
Leakage Percent	17.4%

All relevant information was “plugged into” the MODEL program, which then generated an estimate of the existing market place, which is depicted in the **“Market Place As Is”** table (page 12). The **Definition** page of the report explains all of the column headings that appear on this table. The stores’ relative market share is identified in the **“Total Market Share”** table (at page 15) and the **“Grocery Market Share Today”** pie graph (page 17).

In our analysis, leakage sales account for an estimated 17.4% of the trade area’s total grocery sales potential. Leakage is calculated in the **“Market Place As Is”** Table.

B. Estimating the Proposed Store’s Sales

Once the Market Place As Is table is created, our analyst then forecasted the sales for the Proposed Store.

We identified a PEXP (percent explained) of 80% for the Proposed Store. We estimate, based on (a) the location of the Subject Site relative to other competitors, (b) the specialty nature of the Proposed Store, and (c) the Subject Site’s regional location, that approximately 20% of the Proposed Store’s sales would be derived from ‘beyond sales’ outside the defined trade area. The added or ‘beyond sales’ component of our projections, was determined by the analyst based on historical customer spotting history that is associated with each of these formats tested. We also estimated a CURVE of 70 for the Proposed Store. MODEL generated an IMAGE score of 100 for the Proposed Store (i.e. average).

The data is inputted into MODEL, and the results for the Proposed Store (sales estimates for the first, second and third full years of operation (2021, 2022 and 2023)) are summarized on the **Sales Summary** page (page 3) and broken out in detail on the **Sales Forecast** (page 21-22).

We made the following assumptions:

- We assumed a 2020 store opening date.
- Sales estimates are presented in constant 2018 dollars and do not, therefore, reflect inflation. They are based on an average per capita weekly expenditure (PCW) of \$58.96 for the trade area.
- Sales estimates account for estimated population growth in the trade area at an annual compound rate of approximately 0.2% through 2023.
- The Proposed Store will be developed with strong visibility.

Conclusions

Our sales estimates for the Proposed Store range from \$618,839 per week in 2021 (automatically discounted by 10% for newness in the market) to \$688,443 per week in 2023, the Proposed Store's third and mature year of operation. Our estimate of the Proposed Store's sales per square foot in the third year of \$9.83 per square foot compares to the trade area's current average of \$9.77 for all thirteen (13) existing stores, and is in line with the established marketplace. Northbrook is a high-income trade area overall, and its demand for 'fresh specialty stores' would welcome the likes of the Proposed Store at Northbrook Court. Moreover, the Subject Site's regional location would easily permit it to attract an estimated 20% of its total sales volume from outside of Northbrook.

C. Impact on Competitor Stores

We added the estimated sales, PEXP, CURVE, and IMAGE of the Proposed Store to the estimated overall market to assess the impact that the Proposed Store would have on the sales, to customers within the trade area, of each of the thirteen (13) existing competitor grocery stores. In addition to the above assumptions, we assume that overall grocery sales potential within the trade area, and leakage, will remain constant.

Conclusions

MODEL's analysis generated the **Projected Market Place** table at page 21. The column titled "T.A. CHANGE" identifies the weekly grocery sales to customers residing in the trade area that the applicable store would lose to the Proposed Store. Based on MODEL's analysis, the Northbrook grocery stores would "lose" a total of \$271,068 in grocery sales per week, while the non-Northbrook grocery stores would "lose" a total of \$278,162 in trade area grocery sales per week; stated differently, Northbrook would experience a net gain in trade area grocery sales of \$7,094 per week.

In addition, as stated above, we estimate that the Proposed Store will generate "beyond sales" (i.e., sales to residents who live outside of the trade area) of \$137,680 per week. Certainly, in light of the Proposed Store's unique location integral to a regional shopping mall, some of these sales will be "new sales" to Northbrook, that are not currently being captured by the existing Northbrook stores. This conclusion is buttressed by the location of the Subject Site along the northern border of Northbrook, the Proposed Store's status as a specialty store, and the relative scarcity of competitors in neighboring communities to the north such as Highland Park, Deerfield, Bannockburn, and Riverwoods.

undertaken nationwide. No doubt, all of the stores surveyed in our analysis would be impacted by the Proposed Store, as they would in any location where a new supermarket is deployed. To that point, the overall impacts to the existing Northbrook and non-Northbrook grocery stores are in line with almost all of the hundreds of reports published by our firm and respected by the supermarket industry.

Based on our experience, over time, it is likely that the three most heavily impacted stores in Northbrook (stores 1, 2, and 3) would take measures to enhance their competitiveness in the marketplace and thereby recapture some of their market share.

Finally, with the infusion of new competition in the trade area, it is the Village that wins with additional sales tax and the consumer that wins with more options, better products, and a more competitive pricing environment.

MARKET PLACE AS IS

POTENTIAL SALES SURVEY
NORTHBROOK COURT MALL
NORTHBROOK, IL

NOVEMBER 29 , 2018

STORE NAME	STORE NO.	SALES VOLUME	STORE SIZE	SALES/ S.F.	PEXP	T.A. VOLUME	CURVE	IMAGE
TRADER JOE'S	1	580000	11000	52.73	75	435000	40	169
MARIANO'S	2	700000	75000	9.33	80	560000	70	92
SUNSET FOODS	3	370000	32000	11.56	75	277500	70	114
JEWEL #3469	4	330000	46500	7.10	95	313500	70	70
WHOLE FOODS	5	545000	39000	13.97	70	381500	75	137
JEWEL #3459	6	650000	70800	9.18	70	455000	75	90
SUNSET FOODS	7	420000	35000	12.00	60	252000	75	117
WHOLE FOODS	8	830000	60000	13.83	25	207500	60	136
JEWEL #3426	9	550000	70800	7.77	20	110000	70	76
MARIANO'S	10	600000	75000	8.00	25	150000	75	81
JEWEL #3519	11	550000	58600	9.39	20	110000	80	91
HEINEN'S	12	350000	55000	6.36	25	87500	75	66
MARIANO'S	13	550000	90000	6.11	20	110000	80	60
AVERAGE		540385	55285	9.77				100
TOTAL POPULATION		70793						
TOTAL POTENTIAL		\$4173903						
AVERAGE PCW		\$58.96						
AVERAGE LEAKAGE		17.36%						

SECTOR REPORT

SECTOR NUMBER	---POPULATION LEVELS---			CURRENT PCW	CURRENT POTENTIAL	--CURRENT PERCENT	LEAKAGE-- DOLLARS
	CURRENT	1ST YR	3RD YR				
1	996	987	978	56.50	56274	17.47	9829
2	1224	1211	1197	58.43	71518	17.41	12452
3	631	643	655	57.28	36144	17.37	6277
4	1231	1229	1227	57.28	70512	17.39	12260
5	1969	1960	1950	61.37	120838	17.31	20914
6	1951	1938	1925	58.62	114368	17.29	19770
7	1645	1620	1595	62.04	102056	17.29	17642
8	2269	2239	2209	60.83	138023	17.49	24140
9	1269	1289	1309	60.97	77371	17.35	13427
10	1698	1668	1638	59.76	101472	17.44	17698
11	1381	1363	1345	61.57	85028	17.36	14760
12	733	731	729	59.43	43562	17.34	7552
13	2233	2220	2206	56.94	127147	17.31	22004
14	1353	1347	1341	56.88	76959	17.33	13335
15	1494	1510	1526	55.00	82170	17.31	14225
16	1141	1121	1101	55.61	63451	17.29	10969
17	1272	1266	1259	60.02	76345	17.30	13205
18	675	668	661	59.43	40115	17.30	6940
19	1545	1531	1517	59.49	91912	17.32	15918
20	1419	1436	1452	60.29	85552	17.30	14799
21	914	919	923	56.23	51394	17.32	8903
22	876	886	896	59.02	51702	17.30	8945
23	1004	1010	1016	55.00	55220	17.36	9586
24	1695	1706	1716	56.54	95835	17.40	16672
25	1093	1114	1134	57.75	63121	17.37	10962
26	2756	2795	2833	56.81	156568	17.46	27339
27	2788	2794	2799	57.28	159697	17.34	27694
28	2529	2524	2518	57.52	145468	17.31	25173
29	1800	1844	1887	58.82	105876	17.32	18335
30	1954	1974	1994	57.62	112589	17.35	19533
31	1463	1507	1551	55.92	81811	17.41	14242
32	1360	1386	1411	60.16	81818	17.36	14203
33	2589	2655	2721	62.71	162356	17.31	28100
34	1176	1214	1252	63.16	74276	17.35	12886
35	2319	2336	2353	61.23	141992	17.32	24599
36	1379	1393	1407	63.97	88215	17.40	15354
37	660	664	667	57.82	38161	17.43	6652
38	555	556	556	59.22	32867	17.44	5733
39	1001	1015	1028	58.95	59009	17.41	10275
40	1126	1112	1097	58.43	65792	17.46	11489
41	1578	1567	1555	60.57	95579	17.40	16630
42	1308	1311	1314	59.15	77368	17.41	13471

SECTOR REPORT

SECTOR NUMBER	---POPULAT CURRENT	ION LEVELS --- 1ST YR 3RD YR	CURRENT PCW	CURRENT POTENTIAL	- - CURRENT PERCENT	LEAKAGE - - DOLLARS
43	2723	2696 2669	59.37	161665	17.37	28086
44	913	918 923	62.43	56999	17.34	9883
45	1354	1358 1361	59.76	80915	17.33	14020
46	740	744 748	58.69	43431	17.28	7507
47	538	537 535	58.02	31215	17.32	5407
48	2473	2493 2513	57.48	142148	17.31	24610
	-----	-----		-----		-----
TOTALS	70793	71005 71197		\$4173903		\$724403
AVERAGES			\$58.96		17.36%	

TOTAL MARKET SHARE

POTENTIAL SALES SURVEY
NORTHBROOK COURT MALL
NORTHBROOK, IL

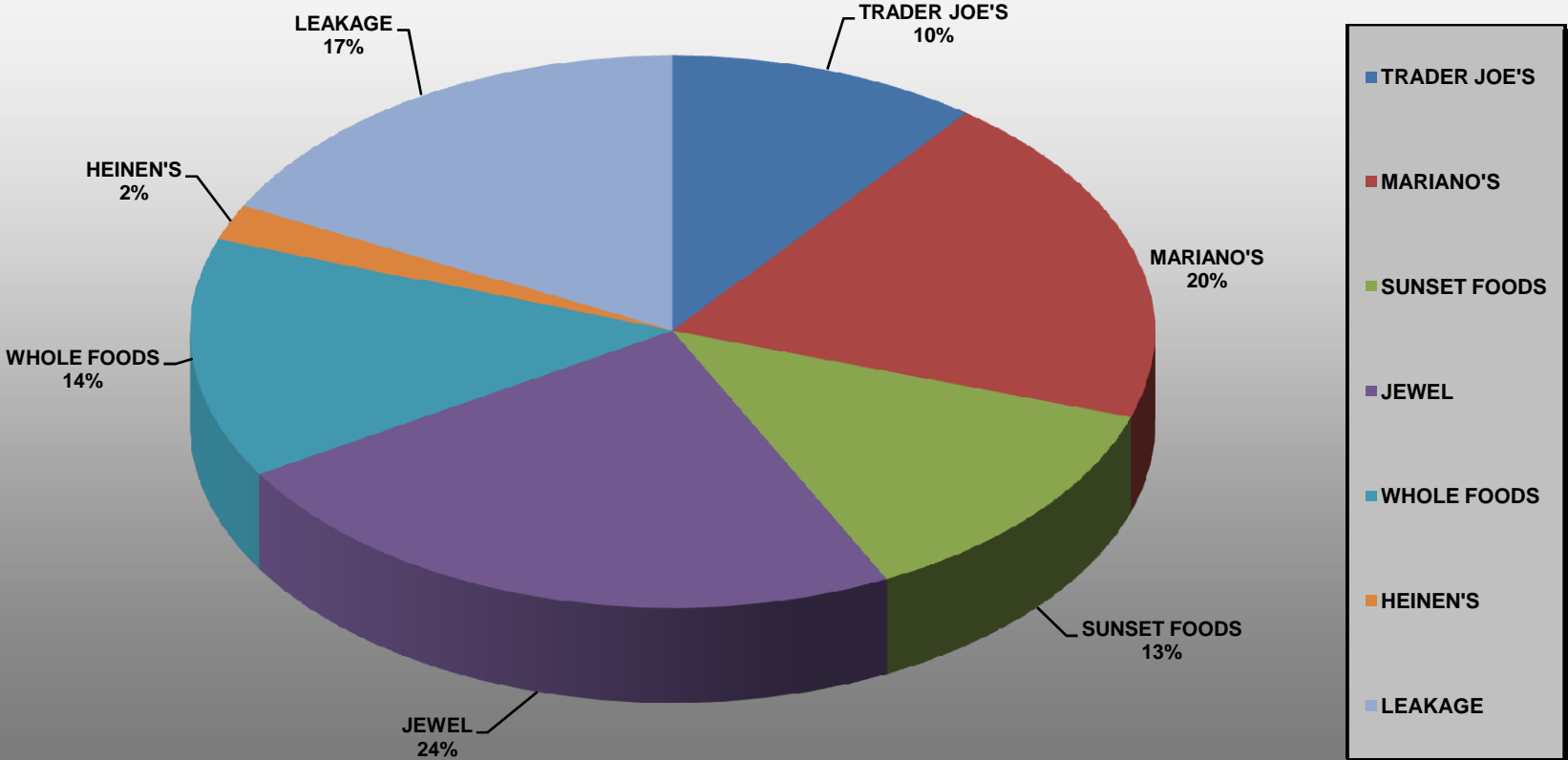
NOVEMBER 29, 2018

STORE NAME	STORE NO.	ACTUAL VOLUME	ACTUAL M.S.	EST. VOLUME	EST. M.S.
TRADER JOE'S	1	580000	10.4	580000	10.4
MARIANO'S	2	700000	13.4	699999	13.4
SUNSET FOODS	3	370000	6.6	369999	6.6
JEWEL #3469	4	330000	7.5	330000	7.5
WHOLE FOODS	5	545000	9.1	545001	9.1
JEWEL #3459	6	650000	10.9	650001	10.9
SUNSET FOODS	7	420000	6.0	420002	6.0
WHOLE FOODS	8	830000	5.0	829996	5.0
JEWEL #3426	9	550000	2.6	550000	2.6
MARIANO'S	10	600000	3.6	600004	3.6
JEWEL #3519	11	550000	2.6	550000	2.6
HEINEN'S	12	350000	2.1	350000	2.1
MARIANO'S	13	550000	2.6	550000	2.6
LEAKAGE		ACTUAL -	17.4	ESTIMATED -	17.4

DEFINITIONS

Market Share:	The percent of business obtained from the total potential available from within a given trade area.
PCW:	The average per capita weekly expenditure for food-at-home a given sector or trade area.
PEXP:	The percent of a store’s volume that is estimated to be generated from within the defined trade area.
Potential:	The amount of supermarket merchandise dollars available for a given sector or trade area. This is the result of the population time the per capita weekly food expenditure.
Sector:	A non-overlapping partition of the trade area containing a group of homogeneous population sharing similar demographic patterns and having approximately the same access to the supermarkets in a given study area.
Sales Volume:	In the current market column refers to the estimated average weekly sales of that store during the survey period.
T.A. Change:	Represents the amount of trade area volume lost or gained by each existing store after the anticipated market changes have occurred.
Store Size:	The total square footage of a store which is considered in this analysis. With Supercenters, only a portion of the total floor is considered.
Trade Area:	Synonymous with “primary trade area”. This is the area from which a given store receives the majority of its sales volume and obtains a significant market share.

NORTHBROOK COURT MALL, NORTHBROOK, IL GROCERY MARKET SHARE TODAY



**POTENTIAL SALES SURVEY
AND COMPETITOR IMPACT ASSESSMENT
PROPOSED SPECIALTY GROCERY
NORTHBROOK COURT MALL
NORTHBROOK, IL**

<u>PROPOSAL</u>		<u>EXISTING</u>	
PROPOSED SIZE:	70,000 GSF	STORES AFFECTING TRADE AREA:	13 GROCERY STORES
OPPORTUNITY:	IN-FILL	AVERAGE SALES SQUARE FOOT:	\$9.77
TIMING:	2020-2021	AVERAGE PCW:	\$58.96
		TOTAL POTENTIAL:	\$4,173,903
PROPOSED OPERATOR:	SPECIALTY	AVERAGE LEAKAGE:	17.4%
FORMAT:	SPECIALTY	TOTAL POPULATION:	70,793 (2018)
		POPULATION TREND:	0.2% ANNUAL COMPOUNDED RATE THROUGH THE FORECAST PERIOD
PRICING STRUCTURE:	CONVENTIONAL/UPSCALE	DEMOGRAPHICS:	\$184,902 AVERAGE HOUSEHOLD INCOME AND 2.67 AVERAGE HOUSEHOLD SIZE
		FUTURE COMPETITION CONSIDERED :	NONE

Attachment: 1515 Lake Cook - Competitor Impact Study - 12.26.18 (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

**POTENTIAL SALES SURVEY
AND COMPETITOR IMPACT ASSESSMENT
PROPOSED SPECIALTY GROCERY
NORTHBROOK COURT MALL
NORTHBROOK, IL**

	Ex	Above Avg	Avg	Below Avg	Poor
STREET NETWORK (ACCESSIBILITY TO THE SITE)		X			
INGRESS/EGRESS	X				
SITE LOCATION RELATIVE TO OTHER SHOPPING NODES	X				
TRAFFIC FLOW		X			
LOCATION RELATIVE TO POPULATION			X		
PARKING (AVAILABILITY/ARRANGEMENT)	X				
VISIBILITY OF SITE: NORTH		X			
SOUTH		X			
EAST		X			
WEST		X			

PROJECTED MARKET PLACE

PROPOSED 70,000 SF SPECIALTY GROCER AND IMPACT ON TRADE AREA COMPETITION
NORTHBROOK COURT MALL

MARIANO'S MK 2: (-18%)
SUNSET FOODS MK 3: (-12%)
TRADER JOE'S MK 1: (- 11%)

NOVEMBER 29, 2018

STORE NAME	STORE NO.	SALES VOLUME	STORE SIZE	SALES/ S.F.	PEXP	T.A. VOLUME	T .A . CHANGE	CURVE	IMAGE
TRADER JOE'S	1		11000		75	369560	-65440	40	169
MARIANO'S	2		75000		80	436386	-123614	70	92
SUNSET FOODS	3		32000		75	230990	-46510	70	114
JEWEL #3469	4		46500		95	263874	-49626	70	70
WHOLE FOODS	5		39000		70	337845	-43655	75	137
JEWEL #3459	6		70800		70	379099	-75901	75	90
SUNSET FOODS	7		35000		60	206774	-45226	75	117
WHOLE FOODS	8		60000		25	171996	-35504	60	136
JEWEL #3426	9		70800		20	91730	-18270	70	76
MARIANO'S	10		75000		25	135853	-14147	75	81
JEWEL #3519	11		58600		20	97917	-12083	80	91
HEINEN'S	12		55000		25	79629	-7871	75	66
MARIANO'S	13		90000		20	98617	-11383	80	60
>SPECIALTY	100		70000		80	549232	549232	70	100
AVERAGE		476470	56336	8.46				0	100
TOTAL POPULATION		70793							
TOTAL POTENTIAL		\$4173903							
AVERAGE PCW		\$58.96							
AVERAGE LEAKAGE		17.36%							

Attachment: 1515 Lake Cook - Competitor Impact Study - 12.26.18 (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

SALES FORECAST

PROPOSED 70,000 SF SPECIALTY GROCER AND IMPACT ON TRADE AREA COMPETITION
 NORTHBROOK COURT MALL
 MARIANO'S MK 2: (-18%)
 SUNSET FOODS MK 3: (-12%)
 TRADER JOE'S MK 1: (-11%)

SECTOR	DISTANCE (MILES)	MATURE M.S.	EST. PCW	FIRST YEAR END EST. POP.	EST. SALES	THIRD YEAR END EST. POP.	EST. SALES
1	2.46	14.5	56.50	987	7290	978	8026
2	1.95	16.6	58.43	1211	10550	1197	11587
3	1.62	17.4	57.28	643	5760	655	6519
4	2.02	13.5	57.28	1229	8568	1227	9505
5	0.27	32.4	61.37	1960	35045	1950	38740
6	1.28	15.9	58.62	1938	16207	1925	17887
7	0.69	23.9	62.04	1620	21655	1595	23690
8	3.60	7.0	60.83	2239	8635	2209	9466
9	2.09	12.4	60.97	1289	8758	1309	9882
10	3.28	6.9	59.76	1668	6160	1638	6721
11	2.38	9.6	61.57	1363	7252	1345	7951
12	2.64	6.3	59.43	731	2466	729	2732
13	2.55	5.5	56.94	2220	6222	2206	6870
14	2.00	11.2	56.88	1347	7747	1341	8569
15	1.81	12.0	55.00	1510	8983	1526	10087
16	1.88	9.4	55.61	1121	5284	1101	5766
17	2.05	8.5	60.02	1266	5802	1259	6411
18	2.29	6.8	59.43	668	2426	661	2668
19	1.59	14.0	59.49	1531	11444	1517	12599
20	1.51	13.6	60.29	1436	10617	1452	11928
21	2.62	5.5	56.23	919	2565	923	2863
22	2.12	8.1	59.02	886	3806	896	4276
23	2.94	4.6	55.00	1010	2318	1016	2591
24	3.23	4.3	56.54	1706	3771	1716	4214
25	2.72	5.9	57.75	1114	3409	1134	3856
26	3.31	6.8	56.81	2795	9706	2833	10931
27	2.81	4.9	57.28	2794	7018	2799	7812
28	1.86	10.4	57.52	2524	13648	2518	15128
29	2.24	7.4	58.82	1844	7205	1887	8192
30	2.15	10.2	57.62	1974	10419	1994	11694
31	2.78	7.7	55.92	1507	5816	1551	6650
32	2.52	6.9	60.16	1386	5163	1411	5840
33	1.44	15.7	62.71	2655	23581	2721	26853
34	2.21	8.8	63.16	1214	6047	1252	6929
35	2.25	7.5	61.23	2336	9714	2353	10872
36	2.35	10.7	63.97	1393	8561	1407	9608
37	1.68	23.6	57.82	664	8171	667	9120
38	1.91	21.1	59.22	556	6245	556	6939

Attachment: 1515 Lake Cook - Competitor Impact Study - 12.26.18 (4906 : PCD-18-16: Northbrook Court Redevelopment Summary)

SALES FORECAST

PROPOSED 70,000 SF SPECIALTY GROCER AND IMPACT ON TRADE AREA COMPETITION
 NORTHBROOK COURT MALL
 MARIANO'S MK 2: (-18%)
 SUNSET FOODS MK 3: (-12%)
 TRADER JOE'S MK 1: (- 11%)

SECTOR	DISTANCE (MILES)	MATURE M.S.	EST. PCW	FIRST EST. POP.	YEAR EST. SALES	THIRD EST. POP.	YEAR EST. SALES
39	1.77	19.8	58.95	1015	10663	1028	11999
40	2.07	20.5	58.43	1112	11961	1097	13110
41	1.75	18.7	60.57	1567	15938	1555	17574
42	1.48	24.7	59.15	1311	17251	1314	19212
43	1.28	23.7	59.37	2696	34186	2669	37604
44	0.98	25.2	62.43	918	12986	923	14507
45	0.99	24.0	59.76	1358	17517	1361	19506
46	1.98	8.6	58.69	744	3373	748	3768
47	0.38	32.8	58.02	537	9202	535	10186
48	1.07	21.7	57.48	2493	27960	2513	31316
				-----	-----	-----	-----
TOTAL TRADE AREA		13.2%	\$58.96	71005	\$495071	71197	\$550754
BEYOND TRADE AREA (20 PERCENT)					123768		137689
					-----		-----
GRAND TOTAL					\$618839		\$688443



MAP KEY 1



MAP KEY 2



MAP KEY 3



MAP KEY 4



MAP KEY 5



MAP KEY 6



MAP KEY 7



MAP KEY 8



MAP KEY 9



MAP KEY 11



MAP KEY 13

STI: PopStats - Complete Demographic Summary Report



Geography: 1555 Northbrook Ct, Northbrook, IL 60062, USA: 1 Miles

Date: December 4, 2018

Population Demographics

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
Total Population	6,538	6,337	6,350	0.21%
Population Density (Pop/ Sq Mi)	2,076.92	2,013.17	2,017.40	0.21%
Total Households	2,418	2,348	2,349	0.02%

Population by Race/Ethnicity (Hispanic shown separately)

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
White	5,897 90.21%	5,644 89.06%	5,669 89.28%	0.45%
Black	108 1.66%	103 1.63%	103 1.62%	0.18%
Asian	396 6.06%	346 5.46%	340 5.35%	-1.73%
Other Race	38 0.58%	56 0.89%	53 0.84%	-5.63%
Hispanic Ethnicity	98 1.50%	188 2.97%	185 2.91%	-1.67%

Population by Age

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
0 to 4	320 4.90%	231 3.64%	225 3.55%	-2.50%
5 to 13	710 10.86%	566 8.94%	456 7.17%	-19.57%
14 to 17	387 5.91%	365 5.77%	293 4.62%	-19.72%
18 to 24	212 3.25%	601 9.48%	683 10.76%	13.74%
25 to 34	405 6.20%	407 6.43%	687 10.82%	68.61%
35 to 44	1,048 16.02%	483 7.62%	388 6.12%	-19.58%
45 to 54	1,071 16.38%	898 14.17%	738 11.62%	-17.82%
55 to 64	913 13.96%	1,062 16.76%	1,041 16.40%	-1.98%
65 to 74	840 12.85%	847 13.36%	953 15.01%	12.60%
75 +	632 9.66%	876 13.83%	885 13.94%	1.02%
Median Age	47	51	52	

Households by Income

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
\$0 - \$19,999	201 8.33%	196 8.33%	174 7.39%	-11.32%

\$20,000 - \$49,999	375	15.52%	401	17.09%	387	16.49%	-3.48%
\$50,000 - \$74,999	417	17.23%	222	9.43%	190	8.09%	-14.26%
\$75,000 - \$99,999	273	11.27%	260	11.07%	235	10.00%	-9.71%
\$100,000 - \$149,999	523	21.64%	372	15.86%	374	15.92%	0.38%
\$150,000 +	629	26.00%	897	38.21%	989	42.12%	10.25%
Average Hhld Income	\$137,068		\$162,844		\$180,118		
Median Hhld Income	\$94,615		\$110,663		\$120,646		
Per Capita Income	\$50,688		\$60,342		\$66,616		

Housing Units

	2000 Census		Q4 2016 Estimate	
Total Housing Units	2,467		2,499	
Owner Occupied	2,200	89.17%	2,057	82.30%
Renter Occupied	213	8.65%	291	11.66%
Vacant	54	2.18%	151	6.04%

Vehicles Available

	2000 Census		Q4 2016 Estimate	
Total Vehicles	4,638		4,284	
No Vehicle Available	30	1.23%	97	4.13%
1 Vehicle Available	610	25.23%	697	29.66%
2 Vehicles Available	1,421	58.79%	1,114	47.45%
3 + Vehicles Available	352	14.56%	441	18.76%

Educational Attainment

	2000 Census		Q4 2016 Estimate	
Total Educated	4,908		4,574	
Grade K - 8	97	1.97%	100	2.18%
Grade 9 - 12	276	5.62%	140	3.06%
High School Graduate	668	13.60%	594	12.99%
Some College, No Degree	1,040	21.18%	744	16.27%
College	2,829	57.63%	2,996	65.51%
Higher Degrees	1,104	22.49%	1,250	27.33%

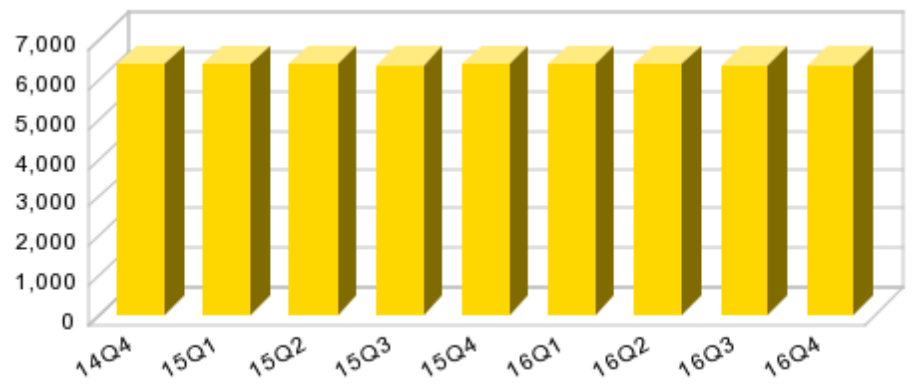
Employment and Business

Q4 2016 Workplace Employees (Full Time Equivalents)	17,892
Q4 2016 Workplace Establishments	952

General Population by Quarter

**Q4 2016
Estimate**

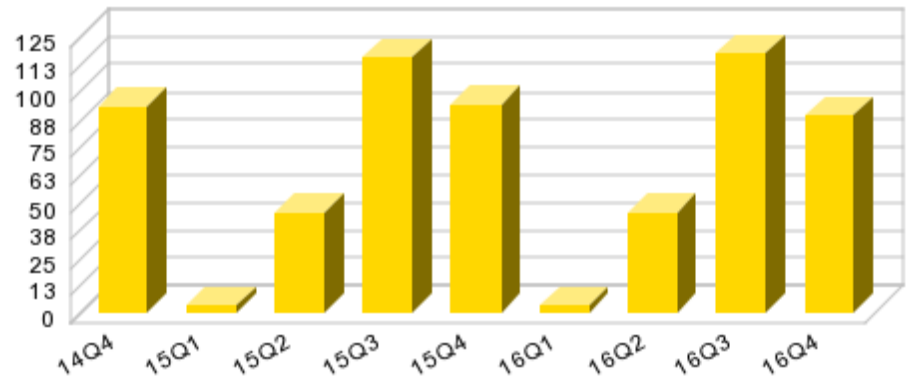
Est 14Q4	6,371
Est 15Q1	6,370
Est 15Q2	6,360
Est 15Q3	6,349
Est 15Q4	6,360
Est 16Q1	6,354
Est 16Q2	6,355
Est 16Q3	6,350
Est 16Q4	6,337



Seasonal Population by Quarter

**Q4 2016
Estimate**

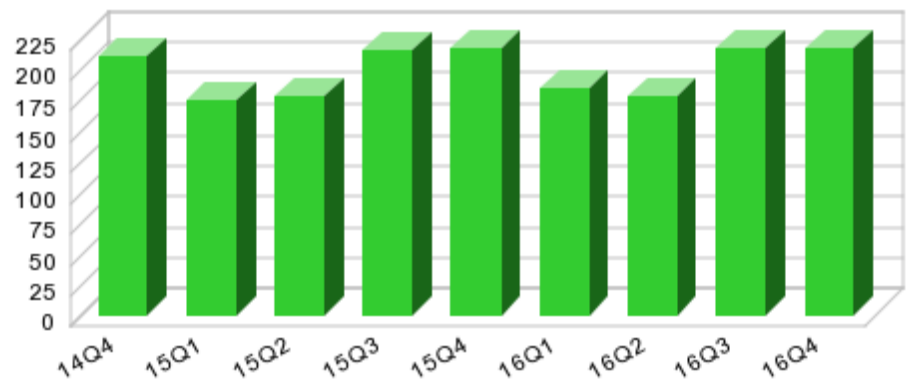
Est 14Q4	93
Est 15Q1	3
Est 15Q2	45
Est 15Q3	116
Est 15Q4	94
Est 16Q1	3
Est 16Q2	45
Est 16Q3	117
Est 16Q4	89



Transient Population by Quarter

**Q4 2016
Estimate**

Est 14Q4	211
Est 15Q1	175
Est 15Q2	179
Est 15Q3	216
Est 15Q4	218
Est 16Q1	185
Est 16Q2	179
Est 16Q3	218
Est 16Q4	218



STI: PopStats - Complete Demographic Summary Report



Geography: 1555 Northbrook Ct, Northbrook, IL 60062, USA: 2 Miles

Date: December 4, 2018

Population Demographics

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
Total Population	28,862	28,177	28,243	0.23%
Population Density (Pop/ Sq Mi)	2,292.22	2,237.84	2,243.03	0.23%
Total Households	10,511	10,748	10,779	0.29%

Population by Race/Ethnicity (Hispanic shown separately)

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
White	26,673 92.42%	25,096 89.06%	25,158 89.08%	0.25%
Black	161 0.56%	229 0.81%	231 0.82%	0.91%
Asian	1,366 4.73%	1,644 5.83%	1,661 5.88%	1.02%
Other Race	190 0.66%	353 1.25%	364 1.29%	3.18%
Hispanic Ethnicity	473 1.64%	856 3.04%	829 2.94%	-3.07%

Population by Age

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
0 to 4	2,021 7.00%	1,163 4.13%	1,129 4.00%	-2.92%
5 to 13	3,625 12.56%	2,759 9.79%	2,198 7.78%	-20.34%
14 to 17	2,017 6.99%	1,861 6.61%	1,393 4.93%	-25.16%
18 to 24	980 3.40%	2,957 10.49%	3,317 11.75%	12.20%
25 to 34	2,308 8.00%	1,922 6.82%	3,295 11.67%	71.46%
35 to 44	4,792 16.60%	2,166 7.69%	1,648 5.84%	-23.92%
45 to 54	4,588 15.90%	4,188 14.86%	3,293 11.66%	-21.36%
55 to 64	3,404 11.79%	4,755 16.88%	4,736 16.77%	-0.40%
65 to 74	2,804 9.72%	3,501 12.43%	4,096 14.50%	16.98%
75 +	2,323 8.05%	2,905 10.31%	3,137 11.11%	7.99%
Median Age	42	49	49	

Households by Income

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
\$0 - \$19,999	671 6.38%	698 6.50%	590 5.48%	-15.46%

\$20,000 - \$49,999	1,653	15.72%	1,489	13.86%	1,413	13.10%	-5.14%
\$50,000 - \$74,999	1,546	14.71%	1,155	10.74%	1,049	9.73%	-9.18%
\$75,000 - \$99,999	1,272	12.10%	957	8.90%	930	8.63%	-2.74%
\$100,000 - \$149,999	2,220	21.12%	2,017	18.77%	1,860	17.25%	-7.81%
\$150,000 +	3,149	29.96%	4,432	41.24%	4,938	45.81%	11.41%
Average Hhld Income	\$144,529		\$171,481		\$189,431		
Median Hhld Income	\$102,097		\$124,053		\$136,906		
Per Capita Income	\$52,635		\$65,408		\$72,299		

Housing Units

	2000 Census		Q4 2016 Estimate	
Total Housing Units	10,809		11,372	
Owner Occupied	9,593	88.74%	9,401	82.67%
Renter Occupied	972	8.99%	1,347	11.84%
Vacant	245	2.27%	624	5.48%

Vehicles Available

	2000 Census		Q4 2016 Estimate	
Total Vehicles	20,033		20,210	
No Vehicle Available	235	2.24%	412	3.84%
1 Vehicle Available	2,675	25.45%	2,942	27.37%
2 Vehicles Available	6,047	57.53%	5,317	49.47%
3 + Vehicles Available	1,608	15.30%	2,077	19.32%

Educational Attainment

	2000 Census		Q4 2016 Estimate	
Total Educated	20,219		19,438	
Grade K - 8	452	2.24%	286	1.47%
Grade 9 - 12	700	3.46%	301	1.55%
High School Graduate	2,195	10.86%	1,897	9.76%
Some College, No Degree	3,376	16.70%	2,400	12.35%
College	13,496	66.75%	14,553	74.87%
Higher Degrees	5,593	27.66%	6,690	34.42%

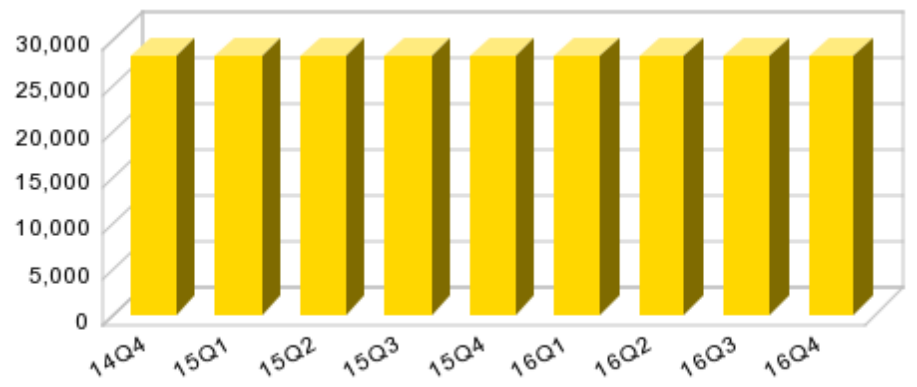
Employment and Business

Q4 2016 Workplace Employees (Full Time Equivalents)	49,315
Q4 2016 Workplace Establishments	2,609

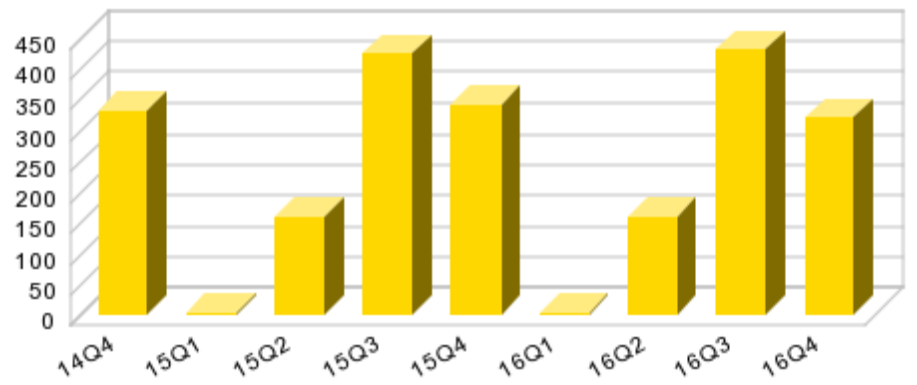
General Population by Quarter

**Q4 2016
Estimate**

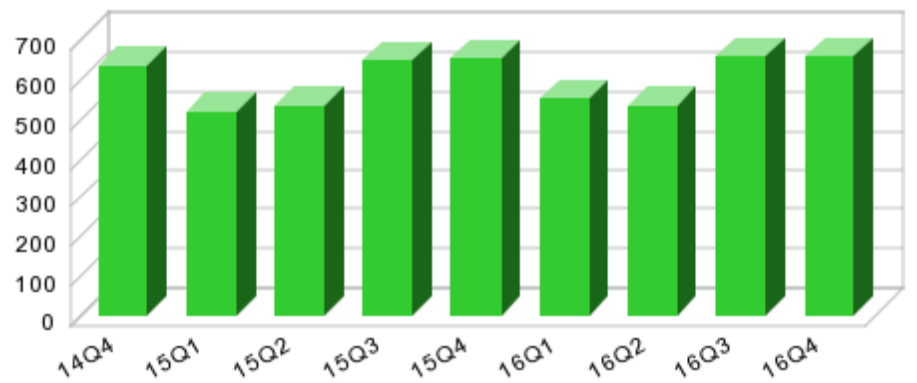
Est 14Q4	28,227
Est 15Q1	28,223
Est 15Q2	28,221
Est 15Q3	28,190
Est 15Q4	28,144
Est 16Q1	28,174
Est 16Q2	28,192
Est 16Q3	28,220
Est 16Q4	28,177


Seasonal Population by Quarter
**Q4 2016
Estimate**

Est 14Q4	333
Est 15Q1	4
Est 15Q2	159
Est 15Q3	425
Est 15Q4	341
Est 16Q1	4
Est 16Q2	159
Est 16Q3	430
Est 16Q4	322


Transient Population by Quarter
**Q4 2016
Estimate**

Est 14Q4	632
Est 15Q1	519
Est 15Q2	530
Est 15Q3	646
Est 15Q4	653
Est 16Q1	551
Est 16Q2	531
Est 16Q3	655
Est 16Q4	655



STI: PopStats - Complete Demographic Summary Report



Geography: 1555 Northbrook Ct, Northbrook, IL 60062, USA: 3 Miles

Date: December 4, 2018

Population Demographics

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
Total Population	68,125	67,800	68,156	0.52%
Population Density (Pop/ Sq Mi)	2,404.64	2,393.18	2,405.74	0.52%
Total Households	25,281	25,955	26,108	0.59%

Population by Race/Ethnicity (Hispanic shown separately)

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
White	62,834 92.23%	59,929 88.39%	60,172 88.29%	0.41%
Black	341 0.50%	533 0.79%	539 0.79%	1.14%
Asian	2,778 4.08%	3,871 5.71%	3,923 5.76%	1.32%
Other Race	488 0.72%	816 1.20%	869 1.27%	6.51%
Hispanic Ethnicity	1,683 2.47%	2,651 3.91%	2,653 3.89%	0.09%

Population by Age

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
0 to 4	4,788 7.03%	2,819 4.16%	2,758 4.05%	-2.14%
5 to 13	8,895 13.06%	6,655 9.82%	5,274 7.74%	-20.75%
14 to 17	4,927 7.23%	4,731 6.98%	3,360 4.93%	-28.98%
18 to 24	2,428 3.56%	7,422 10.95%	8,409 12.34%	13.30%
25 to 34	5,178 7.60%	4,692 6.92%	8,206 12.04%	74.89%
35 to 44	11,528 16.92%	5,136 7.57%	3,901 5.72%	-24.05%
45 to 54	11,168 16.39%	10,272 15.15%	8,013 11.76%	-21.99%
55 to 64	7,902 11.60%	11,328 16.71%	11,463 16.82%	1.19%
65 to 74	6,124 8.99%	8,143 12.01%	9,616 14.11%	18.08%
75 +	5,185 7.61%	6,603 9.74%	7,156 10.50%	8.38%
Median Age	42	48	49	

Households by Income

	2000 Census	Q4 2016 Estimate	2021 Projection	Percent Change Q4 2016 to 2021
\$0 - \$19,999	1,594 6.30%	1,682 6.48%	1,436 5.50%	-14.62%

\$20,000 - \$49,999	4,178	16.53%	3,786	14.59%	3,508	13.44%	-7.35%
\$50,000 - \$74,999	3,696	14.62%	2,642	10.18%	2,469	9.46%	-6.55%
\$75,000 - \$99,999	2,949	11.66%	2,326	8.96%	2,267	8.68%	-2.54%
\$100,000 - \$149,999	5,080	20.10%	4,678	18.02%	4,332	16.59%	-7.38%
\$150,000 +	7,784	30.79%	10,841	41.77%	12,097	46.33%	11.58%
Average Hhld Income	\$148,251		\$179,510		\$198,120		
Median Hhld Income	\$101,779		\$125,554		\$138,435		
Per Capita Income	\$55,015		\$68,719		\$75,893		

Housing Units

	2000 Census		Q4 2016 Estimate	
Total Housing Units	25,922		27,585	
Owner Occupied	22,414	86.47%	22,210	80.52%
Renter Occupied	2,879	11.11%	3,744	13.57%
Vacant	629	2.43%	1,631	5.91%

Vehicles Available

	2000 Census		Q4 2016 Estimate	
Total Vehicles	47,154		48,544	
No Vehicle Available	803	3.18%	1,245	4.80%
1 Vehicle Available	6,696	26.49%	7,007	27.00%
2 Vehicles Available	13,970	55.26%	12,680	48.85%
3 + Vehicles Available	3,824	15.13%	5,023	19.35%

Educational Attainment

	2000 Census		Q4 2016 Estimate	
Total Educated	47,087		46,174	
Grade K - 8	949	2.02%	640	1.39%
Grade 9 - 12	1,325	2.81%	559	1.21%
High School Graduate	4,862	10.33%	4,122	8.93%
Some College, No Degree	7,607	16.16%	5,889	12.75%
College	32,343	68.69%	34,963	75.72%
Higher Degrees	13,840	29.39%	16,588	35.92%

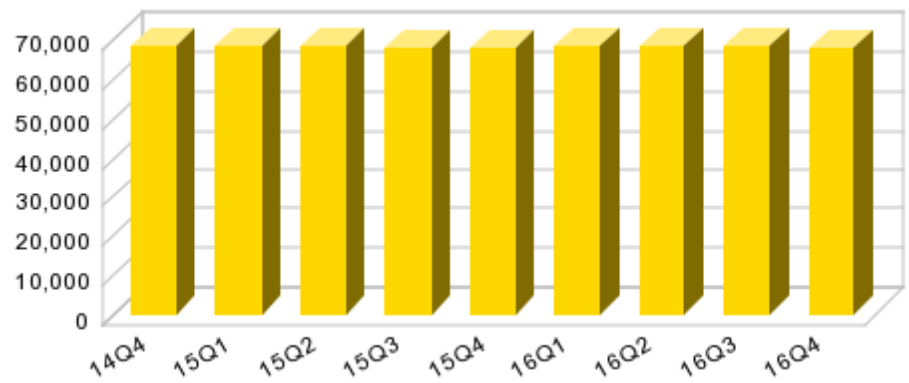
Employment and Business

Q4 2016 Workplace Employees (Full Time Equivalents)	84,618
Q4 2016 Workplace Establishments	4,969

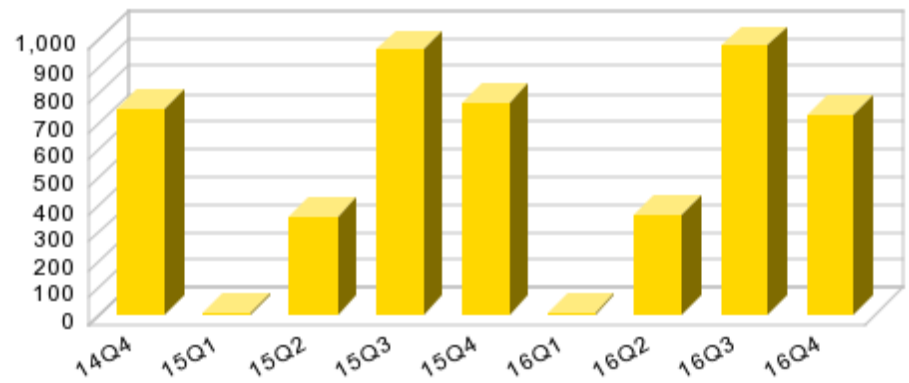
General Population by Quarter

**Q4 2016
Estimate**

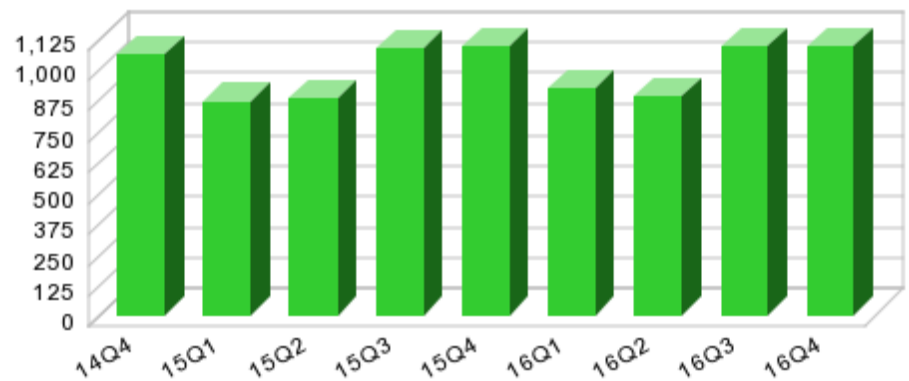
Est 14Q4	67,930
Est 15Q1	67,955
Est 15Q2	67,902
Est 15Q3	67,778
Est 15Q4	67,666
Est 16Q1	67,892
Est 16Q2	67,882
Est 16Q3	67,868
Est 16Q4	67,800


Seasonal Population by Quarter
**Q4 2016
Estimate**

Est 14Q4	745
Est 15Q1	6
Est 15Q2	355
Est 15Q3	959
Est 15Q4	765
Est 16Q1	7
Est 16Q2	360
Est 16Q3	975
Est 16Q4	724


Transient Population by Quarter
**Q4 2016
Estimate**

Est 14Q4	1,060
Est 15Q1	871
Est 15Q2	889
Est 15Q3	1,084
Est 15Q4	1,095
Est 16Q1	924
Est 16Q2	890
Est 16Q3	1,098
Est 16Q4	1,098

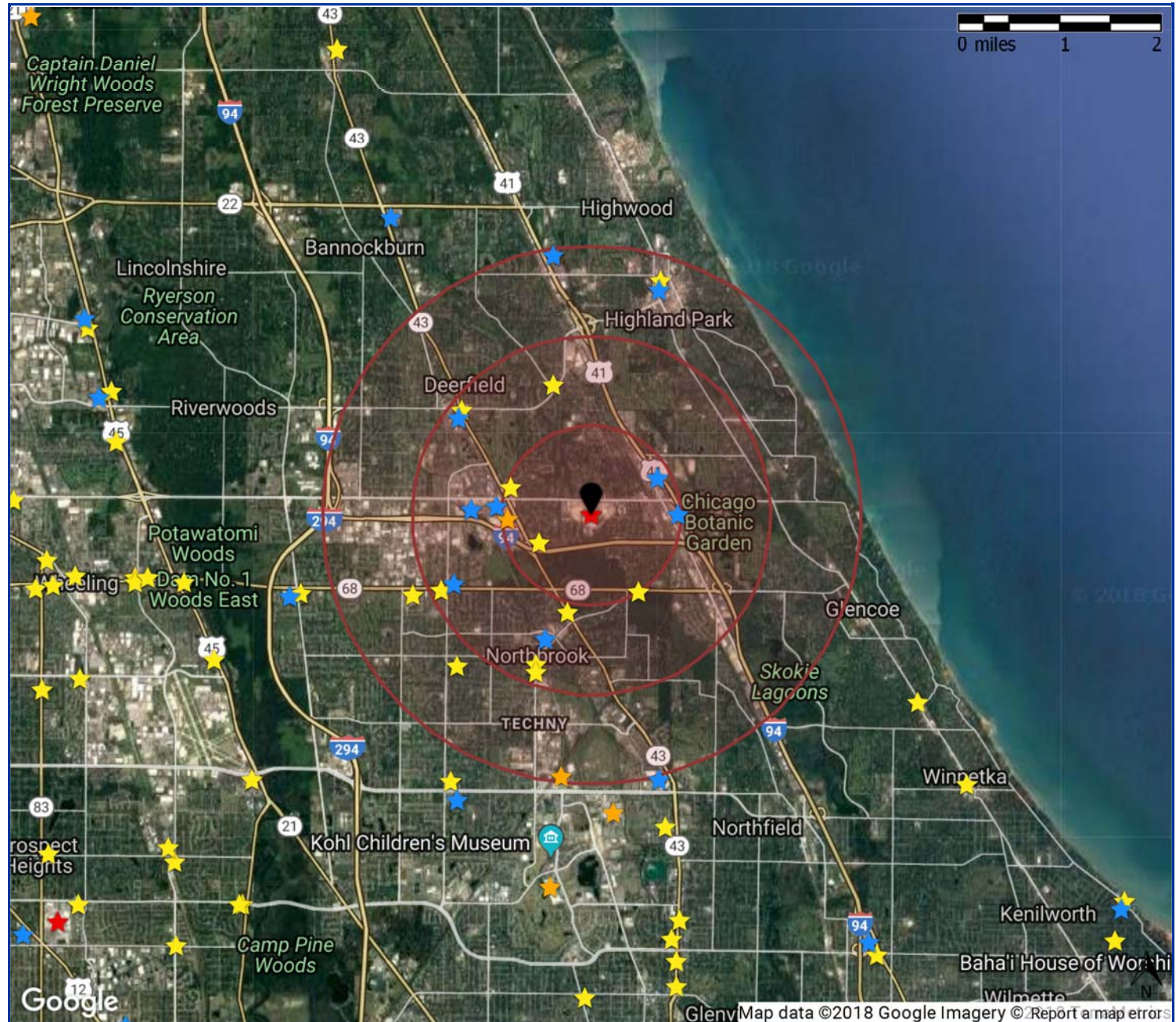




1555 Northbrook Ct, Northbrook, IL (1,2,3 Mile Rings)

Shopping Centers

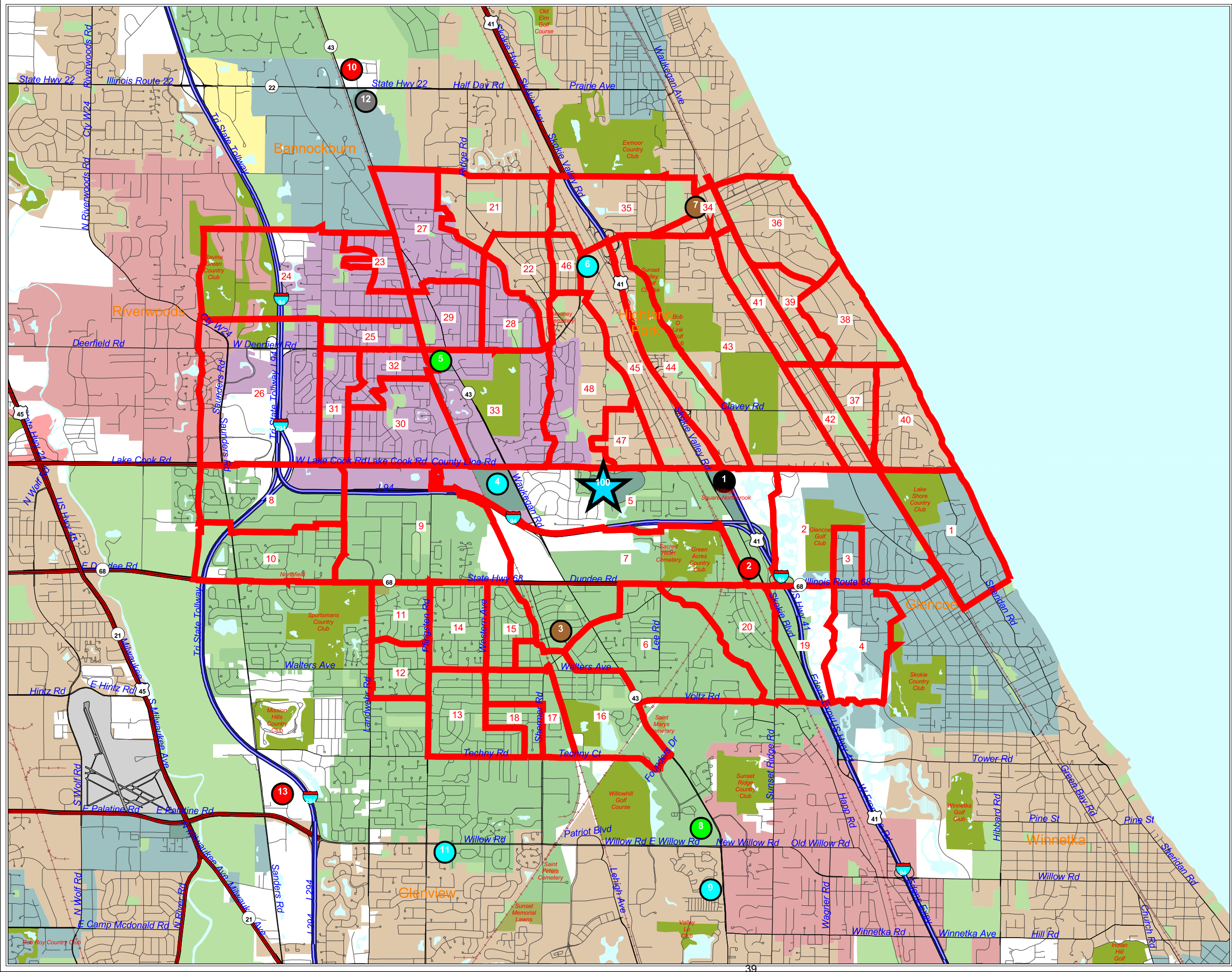
- ★ Super Regional Center
- ★ Regional Center
- ★ Neighborhood Center
- ★ Community Center
- ★ Unknown



NORTHBROOK COURT MALL, NORTHBROOK, IL - GROCERY TRADE AREA DEMOGRAPHICS

MAP SECTOR	AVE HH SIZE	2018 POP	2021 POP	2023 POP	TOTAL HOUSE- HOLDS	AVE HH INCOME	BACHELOR DEGREE OR HIGHER	%WHITE COLLAR	%BLACK CY	%HISP CY	%WHITE CY	%ASIAN CY	%OTHER CY	MEDIAN AGE CY	MOSAIC CODE	NAME
1	3.03	996	987	978	329	\$456,586	45%	95%	0%	2%	95%	3%	0%	48	A01	American Royalty
2	2.75	1224	1211	1197	445	\$309,976	47%	98%	1%	4%	92%	2%	1%	49	A01	American Royalty
3	2.92	631	643	655	216	\$203,759	88%	95%	1%	3%	90%	3%	3%	47	A01	American Royalty
4	2.92	1231	1229	1227	422	\$203,759	45%	95%	1%	3%	90%	3%	3%	47	A01	American Royalty
5	2.31	1969	1960	1950	852	\$118,328	28%	90%	3%	2%	86%	8%	1%	55	C13	Silver Sophisticates
6	2.72	1951	1938	1925	717	\$293,196	43%	85%	1%	3%	88%	5%	3%	50	A01	American Royalty
7	2.21	1645	1620	1595	744	\$135,706	44%	85%	1%	4%	84%	10%	1%	48	C13	Silver Sophisticates
8	2.39	2269	2239	2209	949	\$133,556	41%	90%	0%	3%	83%	13%	1%	53	C13	Silver Sophisticates
9	2.39	1269	1289	1309	531	\$133,556	71%	90%	0%	3%	83%	13%	1%	53	C13	Silver Sophisticates
10	2.55	1698	1668	1638	666	\$166,459	41%	85%	0%	2%	85%	12%	1%	50	C13	Silver Sophisticates
11	2.28	1381	1363	1345	606	\$112,691	40%	85%	0%	2%	86%	9%	2%	50	C13	Silver Sophisticates
12	2.60	733	731	729	282	\$165,626	35%	93%	0%	2%	77%	20%	0%	51	C13	Silver Sophisticates
13	2.97	2233	2220	2206	752	\$181,171	43%	84%	0%	2%	85%	11%	1%	47	A01	American Royalty
14	2.98	1353	1347	1341	454	\$203,131	45%	94%	0%	4%	89%	7%	1%	48	A01	American Royalty
15	3.17	1494	1510	1526	471	\$195,634	43%	88%	0%	1%	90%	6%	2%	41	A01	American Royalty
16	3.11	1141	1121	1101	367	\$142,572	42%	94%	0%	2%	89%	8%	1%	41	A01	American Royalty
17	2.51	1272	1266	1259	507	\$130,307	45%	87%	0%	3%	81%	14%	2%	43	C13	Silver Sophisticates
18	2.60	675	668	661	260	\$167,634	43%	90%	0%	2%	87%	9%	2%	47	C13	Silver Sophisticates
19	2.59	1545	1531	1517	597	\$156,231	46%	90%	0%	2%	89%	8%	1%	47	C13	Silver Sophisticates
20	2.47	1419	1436	1452	574	\$131,855	37%	82%	2%	3%	81%	14%	1%	50	C13	Silver Sophisticates
21	3.05	914	919	923	300	\$268,653	37%	94%	0%	6%	90%	3%	0%	48	A01	American Royalty
22	2.66	876	886	896	329	\$203,834	53%	92%	1%	3%	95%	1%	0%	48	C13	Silver Sophisticates
23	3.17	1004	1010	1016	317	\$212,697	42%	90%	0%	6%	92%	1%	1%	39	A01	American Royalty
24	3.02	1695	1706	1716	561	\$194,492	43%	87%	0%	3%	92%	4%	1%	43	A01	American Royalty
25	2.85	1093	1114	1134	384	\$147,702	46%	89%	1%	4%	90%	4%	1%	43	C13	Silver Sophisticates
26	2.99	2756	2795	2833	922	\$221,386	47%	91%	0%	2%	90%	6%	1%	46	A01	American Royalty
27	2.92	2788	2794	2799	955	\$245,211	44%	90%	1%	2%	95%	1%	1%	46	A01	American Royalty
28	2.92	2529	2524	2518	866	\$224,345	44%	93%	1%	2%	95%	1%	1%	46	A01	American Royalty
29	2.69	1800	1844	1887	669	\$168,751	36%	87%	1%	4%	92%	3%	1%	43	A01	American Royalty
30	2.87	1954	1974	1994	681	\$205,891	44%	82%	0%	1%	92%	6%	1%	45	A01	American Royalty
31	3.08	1463	1507	1551	475	\$213,276	42%	91%	0%	2%	93%	3%	1%	44	A01	American Royalty
32	2.49	1360	1386	1411	546	\$125,536	34%	77%	1%	3%	89%	5%	1%	43	C13	Silver Sophisticates
33	2.11	2589	2655	2721	1227	\$130,974	43%	86%	1%	3%	90%	6%	1%	52	C13	Silver Sophisticates
34	1.94	1176	1214	1252	606	\$95,586	38%	73%	2%	28%	67%	3%	1%	42	E19	Full Pockets Empty Nests
35	2.33	2319	2336	2353	995	\$123,231	42%	81%	2%	7%	86%	4%	1%	48	C13	Silver Sophisticates
36	1.88	1379	1393	1407	734	\$203,170	24%	67%	2%	8%	84%	4%	2%	50	E19	Full Pockets Empty Nests

MAP SECTOR	AVE HH SIZE	2018 POP	2021 POP	2023 POP	TOTAL HOUSE- HOLDS	AVE HH INCOME	BACHELOR DEGREE OR HIGHER	%WHITE COLLAR	%BLACK CY	%HISP CY	%WHITE CY	%ASIAN CY	%OTHER CY	MEDIAN AGE CY	MOSAIC CODE	NAME
37	2.84	660	664	667	232	\$380,811	35%	93%	1%	3%	94%	0%	2%	48	A01	American Royalty
38	2.63	555	556	556	211	\$359,963	43%	98%	1%	2%	94%	3%	0%	53	A01	American Royalty
39	2.67	1001	1015	1028	375	\$210,478	42%	94%	0%	5%	91%	3%	1%	45	A01	American Royalty
40	2.75	1126	1112	1097	409	\$275,373	40%	91%	1%	2%	96%	1%	1%	48	A01	American Royalty
41	2.43	1578	1567	1555	649	\$156,657	37%	88%	2%	8%	86%	2%	2%	45	C13	Silver Sophisticates
42	2.64	1308	1311	1314	495	\$160,258	42%	91%	1%	4%	92%	2%	2%	45	C13	Silver Sophisticates
43	2.61	2723	2696	2669	1043	\$210,957	48%	95%	0%	4%	93%	2%	1%	51	A01	American Royalty
44	2.15	913	918	923	425	\$123,138	47%	82%	1%	2%	94%	2%	2%	56	C13	Silver Sophisticates
45	2.55	1354	1358	1361	531	\$154,156	36%	76%	1%	7%	87%	5%	1%	47	C13	Silver Sophisticates
46	2.71	740	744	748	273	\$130,809	34%	73%	0%	5%	90%	3%	1%	43	D16	Settled in Suburbia
47	2.81	538	537	535	191	\$305,987	40%	96%	0%	1%	95%	3%	1%	49	A01	American Royalty
48	2.89	2473	2493	2513	856	\$204,092	41%	86%	1%	2%	94%	2%	1%	48	A01	American Royalty
Total/Average	2.67	70,793	71,005	71,197	26,999	\$184,902	43%	88%	1%	4%	89%	5%	1%	47		



BROOKFIELD PROPERTIES
TRADE AREA AND COMPETITION MAP

PROPOSED SUPERMARKET
NORTHBROOK COURT MALL
NORTHBROOK, IL



Site

Competition

- Mariano's
- Whole Foods
- Trader Joe's
- Sunset Foods
- Jewel
- Heinen's



Trade Area and Map Sectors

Major Roads

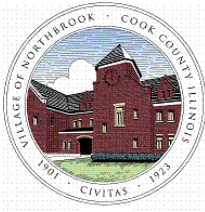
- Limited Access
- Primary
- Secondary
- Ramp
- Ferry
- Minor Roads
- Railroads
- Water
- Parks



0.3 0 0.3 0.6 0.9 1.2 Miles

#5520001
12/3/18





MEMORANDUM VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: RICHARD A. NAHRSTADT, VILLAGE MANAGER
FROM: MICHAELA KOHLSTEDT, DEPUTY DIRECTOR
DATE: JUNE 11, 2019
SUBJECT: ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR
 NORTHBROOK COURT

INTRODUCTION

On June 11, 2019, the Board of Trustees is scheduled to consider a series of documents recommending approval of the necessary zoning relief for Docket No. PCD-18-16, an **AMENDED** application submitted by Northbrook Anchor Acquisition, LLC (the "Applicant") along with Westcoast Estates (the "Owner") as owner of the properties commonly known as Northbrook Court Shopping Center located at 1315-1825 Lake Cook Road (the "Subject Property"). The Applicant, consisting of a partnership between Brookfield Properties and Ryan Companies, proposes a redevelopment of the western portion of the Subject Property with the inclusion of a multi-family residential structure, a grocery store, and several restaurant and retail spaces. The proposed redevelopment was noticed for the following relief, with modifications noted as struck-through, and additions in bold and double underline below:

- a) Comprehensive Plan Amendment to Designate the Subject Property as Appropriate for Mixed Uses;
- b) Zoning Code Text Amendment to Section 5-109 B concerning reference to the Site Plan for Northbrook Court;
- c) Zoning Code Text Amendment to Section 5-102 to allow Multi-Family Residential as a special permit use and other permitted and special permit uses in the C-4 District;
- d) Zoning Code Text Amendment to modify Section 5-110 E concerning the Transitional Setback Requirements for the C-4 District;
- e) Zoning Code Text Amendment to Section 5-110 to increase the maximum allowed Height in the C-4 District to 80' ~~and 5 stories, whichever is less;~~
- f) Zoning Code Text Amendment to Section 9-104 C. 3 (i) to allow for a reduction in parking stall dimensions for stalls located in a residential parking garage;
- g) Special Permit for a Multi-Family Residential structure with up to 315 dwelling units;
- h) Special Permit for Multiple Buildings on a Single Zoning Lot;
- i) Variation to reduce the required rear setback from 150' to **100'** ~~73'-3"~~;
- j) Approval of ~~Final~~ **Tentative** Plat of Subdivision; and
- k) Approval of such other zoning relief as may be necessary to accommodate the development of the Subject Property as proposed by the Applicant.

In addition to the above listed zoning relief, the Applicant is also seeking approval of economic incentives in the form of a TIF and sales tax sharing agreement which are also contemplated for approval in the attached documents.

The Board reviewed the Plan Commission recommendation of the application during its regular meeting on May 28, during which time there were comments from members of the public both for and against the proposed development. Ultimately, the Board directed staff and the Village Attorney to draft documents approving the proposed redevelopment and financial incentives being requested.

The following approval documents are on the Board's May 28 agenda for consideration:

1. An Ordinance Amending the Comprehensive Plan of the Village of Northbrook Regarding the Northbrook Court Shopping Mall Property
2. An Ordinance Amending the Northbrook Zoning Code (1988) Regarding the C-4 Regional Shopping District
3. An Ordinance Approving a Redevelopment and Economic Incentive Agreement and Authorizing the Issuance of TIF and Sales Tax Incentive Notes
4. An Ordinance Approving the Northbrook Court Mall Property Site Plan and Operating Conditions
5. A Resolution Approving a Tentative Plat for the Northbrook Court Mall Property
6. An Ordinance Granting Special Permits for a Multi-Family Residential Structure and Height in Excess of 55', and a Variation from the Minimum Required Rear Setback
7. An Ordinance Granting a Special Permit for Multiple Buildings on a Single Zoning Lot and the Preliminary Development Plans for the Redevelopment Parcel

The following are a few of the highlights from the approval documents.

- a) The Applicant has offered to make a one-time contribution of \$750,000.00 towards funding an affordable housing program in the Village of Northbrook. This contribution will be paid out in three installments as noted in the attached Redevelopment Agreement.
- b) The Applicant has also agreed to contribute a one-time supplemental impact fee of \$95,000.00 to Glenbrook High School District 225, and \$225,000.00 to Elementary School District 28. These fees would be in addition to the applicable impact fees established in the Village Subdivision and Development Code. The School Districts would also receive the statutory TIF "set asides" for reimbursement for school children enrollment. These fees were all reviewed by the Joint Review Board as part of their recommendations of approval of the new TIF District.
- c) The Applicant will need to return for Final Plat Approval for the re-subdivision of the Subject Property, as the current request is only for tentative plat approval. Approval of the final plat will occur following approval of the final engineering plans by the Village Engineer.
- d) The Applicant will also need to return for future review by the Architectural Control Commission for the free-standing grocer building and free-standing restaurant building. The design of the buildings and the sign package have not yet been presented.
- e) As outlined in the attached letter from the Applicant, the developers are seeking some flexibility in the uses that occupy Box A (the location of the proposed grocer). This topic was discussed at length with the Applicant, Village Attorney and Staff. The draft Agreement provides some limited flexibility in what uses can initially be located in this building.
- f) Lastly, noted in an attached letter from the Applicant, and specified in the Redevelopment Agreement, the Applicant has agreed to include a Landscape Allowance for the three most affected properties to the south of the Subject Property located on Linden Road in the Glenbrook Countryside development. The specifics of the allowance allocates \$45,000.00 in an account to be equally distributed to the three affected properties for use of installation of landscaping in the rear yard of their individual lots adjacent to the Subject Property.

The Applicant and staff will be present at the June 11 meeting to answer any questions.

Ordinance (ID # 4816)

An Ordinance Amending the Comprehensive Plan of the Village of Northbrook Regarding the Northbrook Court Shopping Mall Property

Passed by the Board of Trustees, 6/11/2019
Printed and Published 5/29/2019

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 4816)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Amending the Comprehensive Plan of the Village of Northbrook Regarding the Northbrook Court Shopping Mall Property

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions the Mall Property as a high-density mixed-use residential and commercial development.

On [INSERT DATE] 2019, the President and the Board of Trustees of the Village ("**Corporate Authorities**") adopted Ordinance No. 2019-[INSERT] Approving a Redevelopment and Economic Incentive Agreement ("**Redevelopment Agreement**") with the Applicant and NBC Resi JV 1 LLC, a Delaware limited liability company ("**Operator**") (collectively with the Applicants, the "**Developer Parties**") and Authorizing the Issuance of TIF and Sales Tax Incentive Notes in support of the proposed redevelopment project.

The Mall Property is currently designated for "Major Retail Use" in the Village of Northbrook Comprehensive Plan (2010), as amended ("**Comprehensive Plan**"), and the Applicants have requested, amongst other relief, an amendment to the Comprehensive Plan to re-designate the Mall Property as appropriate for "Major Corridor Multi-Use" ("**Comprehensive Plan Amendment**"). The "Major Corridor Multi-Use" designation will allow for the development of high-density multi-family housing on the Mall Property, a use that is not permitted under the "Major Retail Use" designation.

The President and Board of Trustees hereby find that it is in the best interest of the Village and the public to adopt the Amendment in accordance with the Northbrook Zoning Code (1988), as amended ("**Zoning Code**"), and pursuant to the Village's home rule powers.

Section 2. PUBLIC HEARING

A public hearing was duly advertised in *The Northbrook Star* on February 14, 2019 and held at the Plan Commission's regular meeting on March 5, 2019. The public hearing was subsequently continued to the April 4 and May 7, 2019 Plan Commission meetings. On May 21, 2019, the Plan Commission recommended, by Plan Commission Resolution No. 19-PC-06, that the President and the Board of Trustees approve the Comprehensive Plan Amendment.

Section 3. AMENDMENT OF THE COMPREHENSIVE PLAN

The Comprehensive Plan shall be, and is hereby, amended by re-designating the Mall Property as appropriate for “Major Corridor Multi-Use,” as depicted in ***Exhibit A***, and as legally described in ***Exhibit B***, attached to and by this reference incorporated into this Ordinance, in accordance with Paragraph 11-201 E3 of the Zoning Code and pursuant to the home rule powers of the Village of Northbrook.

Section 4. CERTIFICATE OF NOTICE

The Village Manager is hereby authorized and directed to file a Certificate of Notice of Adoption of this Amendment to the Comprehensive Plan with the Office of the Cook County Recorder in accordance with and pursuant to Paragraph 11-201 E4 of the Zoning Code.

Section 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect only upon the occurrence of all of the following events:

- A. passage by the Board of Trustees by a majority vote in the manner required by law;
- B. publication in pamphlet form in the manner required by law; and
- C. the recordation of the Final Northbrook Court Plat of Subdivision as required by the Redevelopment Agreement.

Scheduled: 6/11/2019

ATTEST:

Village Clerk

Village President

Brookfield Properties

June 4, 2019

VIA EMAIL

rich.nahrstadt@northbrook.il.us

Mr. Richard Nahrstadt
Village Manager
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

Re: Northbrook Court

Dear Mr. Nahrstadt:

We appreciate the comments and questions that the Trustees and members of the public shared at the May 28th Board meeting regarding whether the residential building can be moved farther north and regarding the tenancy of Building A, intended for a grocer. We'd like to clarify the reasons we are restricted from moving the residential building further north and why we need greater flexibility with respect to the tenancy of Building A.

Collectively, the positions of all new buildings (residential and retail), the open lawn space and the connectivity to the existing enclosed mall are vital to the integration of the redevelopment project with the balance of the shopping center. It is also important to note that the retail portion of the project will require at least 100,000 square feet of new space to generate the retail sales that the developer and the village are both expecting. The square footage is distributed amongst three retail buildings. Each building is sized, proportioned, and located appropriately for the various types of uses that successful tenants expect and so that the retail and residential portions of the redevelopment function cohesively and as an integrated component of the entire mall. The open lawn space is the hub of the new west end of the mall. Movement of the residential building further north will compromise the carefully crafted design of the entire redevelopment project.

During the meeting, a few reasons were given as to why the buildings are positioned as shown on the plan. Below are additional reasons why the residential building is presently positioned as far north as feasible. A plan with numbers corresponding to the points below has been attached for reference.

1. Major existing water and sanitary sewer lines prevent Building G from being located farther north. Repositioning Building G north would also disrupt the alignment between Building G and the existing mall. This alignment is paramount to visually and functionally tying the two buildings together. Additionally, it would impact the road and the amount of parking north of the road. As a result, Building G is constrained to a fixed location.

2. Given Building G's fixed location and size, every foot that the residential building is pushed farther north results in a shrinking of the lawn space. Reducing the size of the open lawn space will adversely affect its function as a meaningful environment for activities and as a hub to the mixed-use project.
3. If the residential building is placed farther north, it will block visibility through the lawn and to and from the new main west entrance of the mall. The visual connection between the open lawn space and the interior vehicular circulation is what ties the new and old together creating a unified environment for activities. It will also reduce the amount of natural light on the first floors of the new retail spaces within the renovated western portion of the mall, which is a key component to creating a successful open environment for the food service area.
4. Currently, the residential levels and below grade parking levels of the building are designed to work with existing grades. Positioning the building farther north would force the build to be higher as the building follows existing grades up hill. The alternatives to working with the existing grade are cost prohibitive. For example, regrading the entire area to a single grade makes the project cost prohibitive. Also, moving the residential floors north independent from the below grade parking garage causes a disconnect between the building structure and building systems, which would also be cost prohibitive and creation operation problems.
5. If the primary residential entrance and motor court is forced farther north from the upper parking lot, the residential entry drive becomes longer and more circuitous. This creates problems for fire truck and emergency response vehicles in need of access into the motor court. The reduced visibility of the residential entry drive would also cause wayfinding issues for visitors as it would be hidden by the existing mall building.
6. The current design will provide residents with convenient access to the mall through the planned upper level entry, while also separating the residential floors from the activity and bustle of the open lawn space. If the motor court is eliminated to allow portions of the residential building to move north, the main residential entrance would have to move to the lower level, without a lower level drop area (because there is no room for it, with the lawn and other amenities on the lower level). While it is theoretically possible to have a drop area elsewhere (e.g., in the upper parking lot), it is not practical. It would not be visible from the main residential entrance and its distance to the lower level residential entrance would be impractical for residents and guests.

Regarding the tenancy of Building A, it is our intent and desire that we successfully lease the building to a grocer. However, we cannot be in a position where the entire economic incentive package and redevelopment project hinge on whether that space is occupied by a grocer. Given the evolving retail landscape, our ability to react quickly to market trends is critical to the success of the redevelopment project at Northbrook Court. We respectfully request that the use of Building A be more broadly defined as consisting of a grocer or one or more other high quality tenants operating the leasable space for a retail sales tax generating use (or uses). We are committed to bringing in retailers that will enable full repayment of the TIF and sales tax notes on a timely basis.

There has also been a lot of discussion around the visibility and parking that is very important to the successful operation of Building A and has been a key factor in dictating the orientation of the buildings to each other, the common areas and public roadways in and around the project. While this discussion has appropriately focused around the Grocery use which remains our intent and top priority for the

tenancy of Building A, it is worth noting that any retail oriented use, and particularly any sales tax generating use, will be equally as reliant on the visibility and adjacency to available parking as the Grocery use.

We would appreciate your consideration of these factors while you consider approval of this project.

Very truly yours,



Adam Tritt
Senior Vice President
Brookfield Properties Retail

1 LEVEL 2 FLOORPLAN
SCALE: 1/32" = 1'-0"



June 5, 2019

Mr. Richard Nahrstadt
Village Manager
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

Dear Mr. Nahrstadt,

Brookfield Properties and Ryan Companies desire to be good neighbors with the residents adjacent to redevelopment area, and we believe we have demonstrated flexibility by moving the building setback to 100+', stepping back the upper floor, berming the site to conceal the parking structure, and increasing the landscaping on our property.

In April, we offered to install additional landscaping on the three adjacent homeowner's properties, but that was rejected by the neighbors due to drainage and overhead power line conflicts. Subsequently, we re-allocated that landscaping to the berm on our property to soften the visual massing to the south. In the spirit of being good neighbors, we are again offering to fund additional landscaping on the three neighbors' properties.

To avoid or manage the aforementioned site conflicts, we are offering to fund a reserve in the amount of \$45,000 to be divided equally among the three neighbors. The neighbors would then draw on the fund for landscaping improvements on their property, to be in locations chosen by the property owner, and in locations that provide screening to the north. The funds would be available 120 days after the issuance of a building permit and be available for acceptance for a period of 45 days.

Please let us know if you have questions.

Sincerely,

Dan Walsh
Senior Vice President
Ryan Companies

Cc: Adam Tritt, Brookfield Properties

Ryan Companies US, Inc.
111 Shuman Boulevard, Suite 400
Naperville, IL 60563

p: 630-328-1100
ryancompanies.com

CHICAGO, IL LICENSE TGC04631
Equal Opportunity Employer

Attachment: 1515 Lake Cook - Applicant Submittal (4816 : Ordinance Amending the Comprehensive Plan for Northbrook Court)

EXHIBIT A
Comprehensive Plan Amendment



Attachment: Exhibits A-B (4816 : Ordinance Amending the Comprehensive Plan for Northbrook Court)

EXHIBIT B**LEGAL DESCRIPTIONS**

Commonly known as 1315, 1415, 1455, 1515, 1525, 1555, 1775 1819, and 1825 Lake Cook Road.

P.I.N.s: 04-03-101-010
04-03-101-011
04-03-101-012
04-03-101-015
04-03-101-016
04-03-101-018
04-03-101-126
04-03-101-127
04-03-101-128
04-03-200-007
04-03-200-010
04-03-200-011
04-03-200-014
04-03-200-019
04-03-200-020
04-03-200-027
04-03-200-028
04-03-200-030
04-03-200-088

Attachment: Exhibits A-B (4816 : Ordinance Amending the Comprehensive Plan for Northbrook Court)

Ordinance (ID # 4817)

An Ordinance Amending the Northbrook Zoning Code (1988) Regarding the C-4 Regional Shopping District

Passed by the Board of Trustees, 6/11/2019
Printed and Published 6/11/2019

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 4817)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Amending the Northbrook Zoning Code (1988) Regarding the C-4 Regional Shopping District

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions the Mall Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**").

On [INSERT DATE] 2019, the President and the Board of Trustees of the Village ("**Corporate Authorities**") adopted Ordinance No. 2019-[INSERT] Approving a Redevelopment and Economic Incentive Agreement ("**Redevelopment Agreement**") with the Applicant and NBC Resi JV 1 LLC, a Delaware limited liability company ("**Operator**") (collectively with the Applicants, the "**Developer Parties**") and Authorizing the Issuance of TIF and Sales Tax Incentive Notes in support of the Redevelopment Project.

The Mall Property is the sole property classified in the Village's C-4 Regional Shopping District ("**C-4 District**"). The provisions of the Northbrook Zoning Code (1988), as amended ("**Zoning Code**"), governing the C-4 District are narrowly tailored to reflect the existing conditions and permitted uses on the Mall Property. To accomplish the Redevelopment Project, the provisions of the Zoning Code governing the C-4 District must updated and amended to accurately reflect and permit the proposed uses and improvements to be included in the Redevelopment Project.

The Applicants have requested that the Village amend the provisions of the Zoning Code governing the C-4 District to allow for the construction, operation, and maintenance of the Redevelopment Project in the C-4 District.

The President and Board of Trustees hereby find that it is in the best interest of the public and the Village to amend the Zoning Code as provided in this Ordinance ("**Text Amendments**"). The Text Amendments are adopted in accordance with the Zoning Code and pursuant to the Village's home rule powers.

Section 2. PUBLIC HEARING

A public hearing was duly advertised in *The Northbrook Star* on February 14, 2019 and held at the Plan Commission's regular meeting on March 5, 2019. The public hearing was subsequently continued to the April 4 and May 7, 2019 Plan Commission meetings. On May 21, 2019, the Plan Commission recommended, by Plan Commission Resolution No. 19-PC-05, that the President and the Board of Trustees approve the Text Amendments.

A. Section 5-101, entitled "Purpose" of Article 5 entitled "Commercial Districts," of the Zoning Code shall be amended as set forth in ***Exhibit A***, attached to and, by this reference, made a part of, this Ordinance;

B. Subsection 5-102 E, entitled "Retail Trade", and Subsection 5-102 G, entitled "Services", and Subsection 5-102 H, entitled "Miscellaneous" of Section 5-102 entitled "Permitted Uses, Conditional Uses, and Special Permit Uses" of Article 5 entitled "Commercial Districts," of the Zoning Code shall be amended as set forth in ***Exhibit B***, attached to and, by this reference, made a part of, this Ordinance;

C. Subsection 5-105 C, entitled "Services" of Section 5-105 entitled "Specific Approval Criteria for Conditional Uses and Special Permit Uses" of Article 5 of the Zoning Code shall be amended as set forth in ***Exhibit C***, attached to and, by this reference, made a part of, this Ordinance;

D. Paragraph 5-109 B1, entitled "Northbrook Court Shopping Center" of Subsection 5-109, entitled "C-4 Regional Shopping District" of Article 5 of the Zoning Code shall be amended as set forth in ***Exhibit D***, attached to and, by this reference, made a part of, this Ordinance;

E. Subparagraph 5-110 E4 (b), entitled "Transitional Setbacks in C-2 and C-4 Districts Abutting Residential Districts" of Subsection 5-110 E, entitled "Exceptions and Explanatory Notes" of Article 5 of the Zoning Code shall be amended as set forth in ***Exhibit E***, attached to and, by this reference, made a part of, this Ordinance;

F. Subparagraph 9-104 C3 (i), entitled "Space Dimensions" of Subsection 9-104 C, entitled, "Design and Maintenance" of Article 9 of the Zoning Code shall be amended as set forth in ***Exhibit F***, attached to and, by this reference, made a part of, this Ordinance;

G. Appendix B, entitled "Master Land Use Table," of the Zoning Code shall be amended as set forth in ***Exhibit G***, attached to and, by this reference, made a part of, this Ordinance.

Section 4. EFFECTIVE DATE.

This Ordinance shall be in full force and effect following:

A. its passage, approval, and publication in pamphlet form in the manner required by law; and

B. the recordation of the Final Northbrook Court Plat of Subdivision as required by the Redevelopment Agreement.

Scheduled: 6/11/2019

ATTEST:

Village Clerk

Village President

EXHIBIT A

AMENDMENT TO SECTION 5-101- PURPOSE

[Added text **bold and double underlined**; deleted text ~~struck through~~]

Five zoning districts are provided for commercial uses and two zoning districts are provided in Article VIII of this Code for commercial uses that are complementary to multiple family residential uses. When taken together, these districts are intended to permit development of property for the full range of commercial uses needed to serve the citizens of Northbrook and surrounding areas in a suburban setting.

The districts, while distinct, permit a harmonious spectrum of suburban shopping and service opportunities, ranging from the low intensity, smaller shop-like atmosphere of the specialty commercial district (C-1), through the regional and boulevard business districts which provide greater intensity and more regional appeal (C-4, C-5). The intervening districts (C-2, C-3) function as limited intensity commercial zones intended to accommodate local shopping needs. The Multiple Family Residential and Commercial District (MFRC) and the Residential and Limited Commercial District (RLC) permit multiple family residential uses with commercial uses complementary and appropriate to surrounding uses in the areas where these districts are located.

Specifically, the C-1 Specialty Commercial District is intended to provide for small shops, stores and boutiques in the older areas of the Village adjacent to the central business areas where it is possible to retain the residential character and appearance of the Village and at the same time promote business activity. The regulations are designed to encourage the retention and renovation of sound existing structures and to ensure that the business uses remain compatible with the residential uses while permitting the area to maintain a distinctive character.

The C-2 Neighborhood Commercial District is intended to serve the day-to-day shopping and consumer service needs of the low-density residential neighborhoods of the Village and is characterized by individual businesses and community shopping centers.

The C-3 Central Business District is intended to serve the entire Northbrook suburban community with a wider variety of retail and service uses.

The C-4 Regional Shopping District is intended to provide a location for a major retail center **complemented with dense multi-family residential housing** available to persons living in the metropolitan area surrounding the Village of Northbrook. The regulations are designed to encourage **the development and inclusion of** a broad range of **dense multi-family residential, entertainment, recreation,** fashionable retail and compatible service uses ~~appropriate for such a center.~~

The C-5 Boulevard Commercial District is intended to provide a location for entertainment, recreation, and restaurant uses in an area along Skokie Boulevard surrounded by major road systems and isolated from residential uses. This district is also intended to be compatible with the Office Districts along Skokie Boulevard.

EXHIBIT B

AMENDMENT TO SUBSECTIONS 5-102 E, 5-102 G, and 5-102 H[Added text **bold and double underlined**; deleted text ~~struck through~~]

COMMERCIAL DISTRICTS USE LIST						
VILLAGE SIC CODE	DESCRIPTIVE TEXT	C-1	C-2	C-3	C-4	C-5
E.	<u>RETAIL TRADE</u>					
5510.01	Motor Vehicle Dealers (New & Used), But Not Open Sales Lots				<u>P</u>	P
G.	<u>SERVICES</u>					
7000.01	Hotels, Except Residential				<u>S</u>	S
7389.01	Business Services, Not Elsewhere Classified		P	P	<u>P</u>	
7514.00	Passenger Car Rental				<u>S</u>	C, S
7930.00	Bowling Centers				<u>P</u>	S
7999.01	Amusement And Recreation Services, Not Elsewhere Classified		C, S	C, S	<u>C, S</u>	C, S
8351.00	Child Day Care Services	S	S	S	<u>S</u>	S
H.	<u>MISCELLANEOUS</u>					
<u>9864.00</u>	<u>Multiple Family Dwelling Units</u>				<u>S</u>	
<u>9870.00</u>	<u>Home Occupations Subject to Section 9-102</u>				<u>P</u>	
<u>9971.03</u>	<u>Building height in excess of the maximum permitted in the C-4 District, but not in excess of 80 feet</u>				<u>S</u>	

EXHIBIT C

AMENDMENT TO SUBSECTION 5-105 C

[Added text **bold and double underlined**; deleted text ~~struck through~~]

SPECIFIC APPROVAL CRITERIA FOR CONDITIONAL USES AND SPECIAL PERMIT USES	
VILLAGE SIC CODE	DESCRIPTIVE TEXT
C.	<u>SERVICES</u>
7910.00	<p><u>Dance Studios, Schools And Halls in the C-2, C-3, C-4, and C-5 Districts</u></p> <ol style="list-style-type: none"> 1. The proposed use shall have a gross floor area no greater than 2,500 square feet. If the gross floor area is greater than 2,500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts</u>. 2. <u>In the C-4 District, the proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet in the C-4 District, the proposed use shall require a special permit.</u>
7991.00 7997.00	<p><u>Physical Fitness Facilities and Membership Sports & Recreation Clubs in the C-2, C-3, C-4, and C-5 Districts</u></p> <ol style="list-style-type: none"> 1. The proposed use shall have a gross floor area no greater than 2,500 square feet. If the gross floor area is greater than 2,500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts</u>. 2. <u>In the C-4 District, the proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet in the C-4 District, the proposed use shall require a special permit.</u>
7999.01	<p><u>Amusement and Recreation Services, Not Elsewhere Classified, in the C-2, C-3, and C-5 Districts</u></p> <ol style="list-style-type: none"> 1. The proposed use shall have a gross floor area no greater than 2,500 square feet. If the gross floor area is greater than 2,500 square feet, the proposed use shall require a special permit <u>in the C-2, C-3, and C-5 Districts</u>. 2. <u>In the C-4 District, the proposed use shall have a gross floor area no greater than 10,000 square feet. If the gross floor area is greater than 10,000 square feet in the C-4 District, the proposed use shall require a special permit.</u>

EXHIBIT D**AMENDMENT TO PARAGRAPH 5-109 B1**

Paragraph 5-109 B1 shall be replaced in its entirety and shall hereafter be and read as follows;

1. Northbrook Court Shopping Center. The property commonly known as the "Northbrook Court Shopping Center," described in Ordinance No. 2019-_____, passed and approved by the Village Board of Trustees on [_____, 2019], as the same may be amended from time to time, (the "**Northbrook Court Master Site Plan and Operations Ordinance**"), shall be subject to the C-4 Regional Shopping District regulations and the development and operations regulations set forth in the Northbrook Court Master Site Plan and Operations Ordinance ("**Northbrook Court Development Regulations**"). In the event of a conflict between the C-4 Regional Shopping District regulations and the Northbrook Court Development Regulations, the Northbrook Court Development Regulations shall control. The Northbrook Master Site Plan and Operations Ordinance, as the same may be amended from time to time, shall be, and is hereby, incorporated by this reference into this Code.

EXHIBIT EAMENDMENT TO SUBSECTIONS 5-110 E4 (b)

[Added text **bold and double underlined**; deleted text ~~struck through~~]

4. Transitional Setbacks in C-2 and C-4 Districts Abutting Residential Districts. Notwithstanding any other provisions of this Section, the following shall be setback from the nearest residential property line a distance equal to at least 50 feet plus an additional five feet for every foot of height of such building, or the Table requirement, whichever is greater:
- a) every portion of every building in the C-2 District that is located within the following geographic area: north of Shermer Road, south of Lincoln Avenue, east of Meadow Road and west of Angle Avenue; and
 - b) every portion of every **non-residential** building in the C-4 District that exceeds 35 feet in height.

EXHIBIT FAMENDMENT TO SUBSECTIONS 9-104C3 (i)

[Added text **bold and double underlined**; deleted text ~~struck through~~]

- i) Space Dimensions. Each off-street parking space, excluding its associated circulation aisle, shall have the following minimum dimensions, in feet:

ICS, I-1, I-2, **C-4 (in an enclosed residential parking garage)**, and O-1 Zoning Districts: Parking Dimensions (in feet).

<u>Parking Angle</u>	<u>Stall Width</u>	<u>Stall Length</u>	<u>Stall Height</u>
Parallel	9	23	8
30 ⁰	8.5	18	8
45 ⁰	8.5	18	8
45 ⁰	8.5	18	8
60 ⁰	8.5	18	8
90 ⁰	8.5	18	8

All Zoning Districts except ICS, I-1, I-2 and O-1: Parking Dimensions (in feet).

<u>Parking Angle</u>	<u>Stall Width</u>	<u>Stall Length</u>	<u>Stall Height</u>
Parallel	9	23	8
30 ⁰	9	20	8
45 ⁰	9	20	8
60 ⁰	9	20	8
90 ⁰	9	20	8

In all zoning districts, except ICS, I-1, I-2, **C-4 (in an enclosed residential parking garage)**, and O-1, the above-stated stall length dimensions for non-parallel stalls on the perimeter of a parking lot may be reduced to include only eighteen and one-half (18 1/2) feet of parking surface plus one and one-half (1 1/2) feet of overhang into abutting landscaped areas; provided that such reduction does not reduce the size of any required yard below the requirements in the applicable district.

In all zoning districts, the above-stated stall width dimensions shall be increased to twelve (12) feet or to the width required by state law, whichever is greater, for required handicapped parking spaces.

EXHIBIT G

AMENDMENT TO APPENDIX B – MASTER USE TABLE[Added text **bold and double underlined**; deleted text ~~struck through~~]

COMMERCIAL DISTRICTS USE LIST		
VILLAGE SIC CODE	DESCRIPTIVE TEXT	C-4
E.	<u>RETAIL TRADE</u>	
5510.01	Motor Vehicle Dealers (New & Used), But Not Open Sales Lots	<u>P</u>
G.	<u>SERVICES</u>	
7000.01	Hotels, Except Residential	<u>S</u>
7389.01	Business Services, Not Elsewhere Classified	<u>P</u>
7514.00	Passenger Car Rental	<u>S</u>
7930.00	Bowling Centers	<u>P</u>
7999.01	Amusement And Recreation Services, Not Elsewhere Classified	<u>C, S</u>
8351.00	Child Day Care Services	<u>S</u>
H.	<u>MISCELLANEOUS</u>	
<u>9864.00</u>	<u>Multiple Family Dwelling Units</u>	<u>S</u>
<u>9870.00</u>	<u>Home Occupations Subject to Section 9-102</u>	<u>P</u>
<u>9971.03</u>	<u>Building height in excess of the maximum permitted in the C-4 District, but not in excess of 80 feet</u>	<u>S</u>

Ordinance (ID # 4814)

An Ordinance Approving a Redevelopment and Economic Incentive Agreement and Authorizing the Issuance of TIF and Sales Tax Incentive Notes (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

Passed by the Board of Trustees, 6/11/2019
Printed and Published 6/11/2019

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 4814)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Approving a Redevelopment and Economic Incentive Agreement and Authorizing the Issuance of TIF and Sales Tax Incentive Notes (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions of the Mall Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**").

The Mall Property is improved with multiple structures including the "core" shopping mall ("**Mall Building**"), three retail anchor spaces, and multiple free standing structures. The Applicants, along with NBC Resi JV 1, LLC, a Delaware limited liability company (collectively, the "**Developer Parties**") desire to redevelop a 17.65 acre portion of the Mall Property currently occupied by a Macy's department store ("**Redevelopment Property**") with a mixed-use development that will include (i) a five-story apartment building, containing approximately 315 dwelling units and a minimum of 420 accessory covered parking spaces ("**Residential Building**"); and (ii) approximately 100,000 square feet of leasable retail space, including multiple sit-down restaurants, public green space, and other retail ("**Retail Project**"). Together the Residential Building and the Retail Project comprise the Redevelopment Project

On April 23, 2019, the Village Board of Trustees designated the Redevelopment Property as a redevelopment project area and adopted tax increment allocation financing to assist in the redevelopment of the area, all in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* ("**Act**"). In accordance with the requirements of the Act, the Village President and Board of Trustees ("**Corporate Authorities**") (a) adopted the Northbrook Court Redevelopment Plan and Project ("**Redevelopment Plan and Project**") pursuant to Ordinance 2019-28; (b) designated the boundaries of the redevelopment project area ("**Project Area**") pursuant to Ordinance No. 2019-29; and (c) adopted tax increment financing to carry out the purposes of the Redevelopment Plan and Project pursuant to Ordinance 2019-30 (collectively, the "**TIF Approval Ordinances**").

In addition to the Redevelopment Project, the Developer Parties have committed to undertake construction of (i) approximately 72,000 square feet of new/renovated retail space located within the Mall Building ("**Adjacent Retail Project**") and (ii) substantial renovations to the interiors and lighting of the existing Mall Building ("**Mall Renovation Project**").

The Developer Parties have determined that the Redevelopment Property is well-suited for the construction of the Redevelopment Project and that the Mall Property is well suited for the Adjacent Retail Project and the Mall Renovation Project. The Redevelopment Project, the Adjacent Retail Project, and the Mall Renovation Project, along with necessary improvements, is referred to herein as the “**Overall Project**”. The Developer Parties have agreed to construct the Overall Project in accordance with certain terms, conditions, and restrictions, all set forth in a Redevelopment and Economic Incentive Agreement (“**Redevelopment Agreement**”). In addition to governing how the Overall Project will be conducted, the Redevelopment Agreement also allows the Developer Parties to (i) use TIF funds to reimburse the Developer Parties for Redevelopment Project Costs incurred in connection with the construction of the Redevelopment Project on the Redevelopment Property; and (ii) use Sales Tax Revenues generated on the Mall Property to reimburse the Developer Parties for additional costs associated with the Overall Project (collectively, the “**Financial Incentives**”).

The Corporate Authorities, after due and careful consideration, have concluded that authorizing the development and use of the Redevelopment Property for the Redevelopment Project pursuant to and in accordance with this Agreement would: (i) further enable the Village to control the development of the area generally, the Mall Property, and the Redevelopment Property specifically; (ii) eliminate certain factors and characteristics found on the Redevelopment Property that cause, in part, the Northbrook Court TIF District to be a blighted area; (iii) produce increased tax revenues for the various taxing districts authorized to levy taxes within the Northbrook Court TIF District; and (iv) serve the best interests of the Village.

In consideration of the agreement by the Village to finance certain Redevelopment Project Costs through TIF revenues and the issuance of non-recourse promissory notes backed by TIF funds (“**TIF Notes**”), and to provide additional financial support for the Overall Project through a sales tax rebate and the issuance of a non-recourse promissory note backed by sales tax revenue (“**Sales Tax Rebate Note**”), the Village and the Developer Parties have agreed to execute the Redevelopment Agreement so as to provide that the Redevelopment Property will be developed and used (if at all) only in compliance with the Redevelopment Agreement.

The Corporate Authorities have determined that the applicable standards and requirements for the Developer Parties through TIF revenues and a sales tax rebate have been satisfied, and that such reimbursement should occur, subject to and contingent upon the conditions, restrictions, and provisions set forth in the Redevelopment Agreement and this Ordinance.

Section 2. REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT.

A. The Redevelopment Agreement shall be, and is hereby, approved in substantially the form attached hereto as **Exhibit A**.

B. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Redevelopment Agreement upon receipt of at least five copies fully executed by the Developer Parties, and any other person or entities whose consent is required; provided, however, that if such executed copies of the Redevelopment Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

C. The Village Manager is hereby directed to record the Redevelopment Agreement with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

Section 3. REIMBURSEMENT THROUGH TIF REVENUES

Subject to and contingent upon the conditions, restrictions, and provisions set forth in the Redevelopment Agreement and in Section 3 of this Ordinance, the Village shall, and does hereby agree

to, reimburse the Developer Parties, through TIF Revenues for all qualifying redevelopment project costs authorized and defined by the Act incurred by the Developer Parties in accordance with the Redevelopment Agreement.

Section 4. ISSUANCE OF TIF NOTES.

A. Approval of TIF Notes. Pursuant and subject to the terms and conditions of the Section 10 of the Redevelopment Agreement, the Corporate Authorities hereby approve:

1. the “Tax-Exempt Residential TIF Note” with a maximum par value of \$8,000,000 in substantially the form attached to the Redevelopment Agreement as Exhibit G-1 (“***Tax-Exempt Residential TIF Note***”);
2. the “Tax-Exempt Retail TIF Note” with a maximum par value of \$17,200,000 minus the final principal of the Tax-Exempt Residential TIF Note in substantially the form attached to the Redevelopment Agreement as Exhibit G-2 (“***Tax-Exempt Retail TIF Note***”); and
2. the “Taxable TIF Note” with a maximum par value of the greater of (i) \$4,300,000 and (ii) \$21,500,000 minus the sum of the par value of the Tax-Exempt Residential TIF Note plus the par value of the Tax-Exempt Retail TIF Note in substantially the form attached to the Redevelopment Agreement as Exhibit G-3 (“***Taxable TIF Note***”).

B. Authorization to Execute TIF Notes. The Village President, the Village Clerk, and all other Village officers are authorized and directed to execute the TIF Notes and take such other action, or cause such other action to be taken, as may be necessary or desirable to issue the TIF Notes, but only in accordance with the procedures and the conditions set forth in the Redevelopment Agreement. Specifically, and without limitation, the TIF Notes shall have a “Date of Issuance” that is the same as, and not before, the date of the TIF Note Closing, as defined in the Redevelopment Agreement.

Section 5. ISSUANCE OF SALES TAX REBATE NOTE.

A. Approval of Sales Tax Rebate Note. Pursuant and subject to the terms and conditions of the Section 11 of the Redevelopment Agreement, the Corporate Authorities hereby approve the “Sales Tax Rebate Note” with a maximum principal amount of \$5,500,000 in substantially the form attached to the Redevelopment Agreement as Exhibit K (“***Sales Tax Rebate Note***”).

B. Authorization to Execute Sales Tax Rebate Note. The Village President, the Village Clerk, and all other Village officers are authorized and directed to execute the Sales Tax Rebate Note and take such other action, or cause such other action to be taken, as may be necessary or desirable to issue the Sales Tax Rebate Note, but only in accordance with the procedures and the conditions set forth in the Redevelopment Agreement. Specifically, and without limitation, the Sales Tax Rebate Note shall have a “Date of Issuance” that is the same as, and not before, the date of the Sales Tax Note Closing, as defined in the Redevelopment Agreement.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon passage, approval, and publication in pamphlet form in the manner provided by law.

Scheduled: 6/11/2019

ATTEST:

Village President

Village Clerk

Exhibit A Redevelopment & Incentive Agreement

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Steven M. Elrod
Holland & Knight LLP
150 North Riverside
Suite 2700
Chicago, IL 60606

**REDEVELOPMENT & ECONOMIC INCENTIVE
AGREEMENT BY, BETWEEN, AND AMONG
THE VILLAGE OF NORTHBROOK,
NORTHBROOK ANCHOR ACQUISITION, LLC,
NBC RESI JV 1 LLC, AND
WESTCOAST ESTATES
(NORTHBROOK COURT – MACY’S PARCEL REDEVELOPMENT)
DATED AS OF _____, 2019**

**REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT
(NORTHBROOK COURT – MACY’S PARCEL REDEVELOPMENT)**

THIS REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT (“**Agreement**”) is made as of the ___ day of _____, 2019 (the “**Effective Date**”), by, between, and among the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (“**Village**”), **NORTHBROOK ANCHOR ACQUISITION, LLC**, a Delaware limited liability company (“**Retail Developer**”), **NBC RESI JV 1 LLC**, a Delaware limited liability company (“**Residential Developer**”), and **WESTCOAST ESTATES**, a California general partnership (“**Mall Building Owner**”)

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s home rule powers and all other applicable authority, including the TIF Act, the Parties hereto hereby agree as follows:

SECTION 1. RECITALS.¹

A. The properties that are the subject of this Agreement are all located within the 105.4 acre property commonly known as the Northbrook Court shopping mall and defined in Section 2 of this Agreement as the “**Mall Property**.”

B. The Mall Property is located primarily within the C-4 Regional Shopping District of the Village’s Zoning Code.

C. The Redevelopment Property is an approximately 17.65 acre parcel of land comprising the western portion of the Mall Property, that is further defined in Section 2 of this Agreement, and includes Lots 1, 5, and 6 in the Tentative Plat.

D. As of the Effective Date, the Retail Developer and the Mall Building Owner own the Redevelopment Property (and, specifically, each owns a separate portion of the Redevelopment Property) and the Mall Building Owner owns the Mall Building. The Redevelopment Property is currently occupied by a Macy’s department store and a parking lot.

E. The Retail Developer, the Residential Developer, and the Mall Building Owner intend that the Redevelopment Property be subdivided by the Final Northbrook Court Plat of Subdivision, to create (i) the Retail Parcel, which will be designated as Lots 1 and 5 on the Final Northbrook Court Plat of Subdivision; and (ii) the Residential Parcel, which will be designated as Lot 6 on the Final Northbrook Court Plat of Subdivision.

F. The Retail Developer, the Residential Developer, and the Mall Building Owner further intend that, following approval and recordation of the Final Northbrook Court Plat of Subdivision, the Residential Parcel will be sold to the Residential Developer.

G. The Retail Developer desires to construct the Retail Project on the Retail Parcel and the Residential Developer desires to construct the Residential Project on the Residential

¹ All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code, Subdivision Code, or Village Code.

Parcel, all in accordance with the terms and conditions of this Agreement. The Retail Project and the Residential Project are, collectively, the “**Redevelopment Project**.”

H. Concurrent with the construction of the Redevelopment Project on the Redevelopment Property, the Retail Developer will construct the Adjacent Retail Project and the Mall Renovation Project within the Mall Building on the Mall Property.

I. The Redevelopment Project, the Adjacent Retail Project, and the Mall Renovation Project together comprise the “**Overall Project**”, the development of which shall be governed by the terms and conditions of this Agreement.

J. On April 23, 2019 the Corporate Authorities adopted the TIF Approval Ordinances designating the Northbrook Court TIF District.

K. The Redevelopment Property is located entirely within, and is coterminous with, the Northbrook Court TIF District.

L. The TIF Act authorizes the Village to finance redevelopment within the Northbrook Court TIF District in accordance with the conditions and requirements set forth in the TIF Act.

M. The Retail Developer and the Residential Developer have determined that the Redevelopment Property is well-suited for the construction of the Redevelopment Project in the manner depicted on the Preliminary Development Plan and described in Sections 4 and 5 of this Agreement.

N. To facilitate the development of the proposed Overall Project, the Retail Developer, with the consent of the Mall Building Owner, filed applications with the Village seeking approval of:

1. an amendment to the Comprehensive Plan to designate the Mall Property as appropriate for Mixed Uses;
2. text amendments to the Zoning Code regarding allowable uses, setbacks, permitted maximum building heights, and parking stall dimensions within the Village’s C-4 Regional Shopping District;
3. a special permit for multiple buildings on a single zoning lot to allow for the construction, operation and maintenance of the Redevelopment Project on the Redevelopment Property.
4. a new site plan for the Mall Property reflecting the Overall Project;
5. a text amendment to Section 5-109 B of the Zoning Code to reference the new site plan for the Mall Property;
6. special permits and a variation for a multi-family residential structure with (a) up to 315 dwelling units in the C-4 District; (b) height in excess of 55 feet; and (c) a reduced rear yard setback; and
7. a plat of subdivision for portions of the Mall Property.

(collectively, the “**Zoning and Subdivision Relief**”).

O. On March 5, 2019, the Plan Commission conducted a duly noticed public hearing to consider approval of the Zoning and Subdivision Relief. The public hearing subsequently was continued to April 4, 2019 and May 7, 2019 at which point it was closed. On May 21, 2019, the Plan Commission made findings and recommended to the Corporate Authorities approval of the requested Zoning and Subdivision Relief, subject to specified conditions.

P. Retail Developer desires to: (i) use certain TIF funds to reimburse it for certain Redevelopment Project Costs incurred in connection with the construction of the Retail Project on the Retail Parcel and (ii) use certain Sales Tax Revenues generated on the Mall Property in connection with the construction of the Overall Project.

Q. Residential Developer desires to use certain TIF funds to reimburse it for certain Redevelopment Project Costs incurred in connection with the Residential Project.

R. To stimulate and induce the development of the Redevelopment Property, the Village has agreed to finance certain Redevelopment Project Costs related to the Redevelopment Project through TIF revenues and through the issuance of the TIF Notes, all in accordance with the terms and provisions of the TIF Act, the Requirements of Law, and this Agreement.

S. To ensure the financial health and stability of the Mall Property as a whole, the Village has agreed to provide additional financial support for the Overall Project through a sales tax rebate and through the issuance of the Sales Tax Rebate Note, all in accordance with the terms and provisions of the Requirements of Law and this Agreement.

T. The Village desires that the Redevelopment Property and the Mall Building be developed and used only in compliance with this Agreement and, upon their adoption by the Corporate Authorities, the Concurrent Approvals and the Future Approvals.

U. The Corporate Authorities, after due and careful consideration, have concluded that authorizing the development and use of the Redevelopment Property for the Redevelopment Project pursuant to and in accordance with this Agreement would: (i) further enable the Village to control the development of the area and the Mall Property generally, and the Redevelopment Property specifically; (ii) eliminate certain factors and characteristics found on the Redevelopment Property that cause, in part, the Northbrook Court TIF District to be a blighted area; (iii) produce increased tax revenues for the various taxing districts authorized to levy taxes within the TIF District; and (iv) serve the best interests of the Village.

V. In consideration of the agreement by the Village to finance certain Redevelopment Project Costs through TIF revenues and the issuance of the TIF Notes, and to provide additional financial support for the Overall Project through a sales tax rebate and through the issuance of the Sales Tax Rebate Note, the Parties have agreed to execute this Agreement so as to provide that the Redevelopment Property will be developed and used only in compliance with this Agreement and the Concurrent Approvals and the Future Approvals.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

“Adjacent Retail Project”: Defined in Section 4.C of this Agreement.

“Administrative Allocation”: Defined in Section 10.E.3 of this Agreement.

“Affordable Housing Contribution”: The monetary contribution defined in Section 7.D of this Agreement.

“Affiliate”: As to a Person, any other Person that, directly or indirectly, is in Control of, is Controlled by, or is under common Control with, such first Person.

“Approval Ordinances”: The Concurrent Approvals and the TIF Approval Ordinances.

“Box A”: That certain new retail building to be constructed as part of the Retail Project and depicted as “Box A” on the Site Plan.

“Box A Tenant”: One or more retail tenants, which may include a Grocer, whose brand, offerings, services, and clientele are consistent with a first class regional shopping center comparable in quality to the Mall Property and whose business consists primarily of a Sales Tax Revenue generating use.

“Building F”: The building designated as “Building F” on the Preliminary Development Plan, a portion of which is underneath the Residential Building. Pursuant to the vertical subdivision accomplished by the Final Northbrook Court Plat of Subdivision, a portion of Building F will be partially within the Retail Parcel and a portion of Building F will be partially within the Residential Parcel. Building F will be occupied by both retail and residential uses, as depicted on the Preliminary Development Plan.

“Buildings”: The Residential Building, Box A, Building G, and Building F, and the Mall Building, as depicted in the Preliminary Development Plan.

“Certificate of Completion – Sales Tax Rebate Note”: The Certificate of Completion – Sales Tax Rebate Note is defined in Section 11.F of this Agreement.

“Certificate of Completion – TIF Notes”: The Certificate of Completion – TIF Notes is defined in Section 10.C of this Agreement.

“Certification Request”: Defined in Section 10.G of this Agreement.

“Change in Sales Tax Law”: Defined in Section 11.D.2 of this Agreement.

“Concurrent Approvals”: The resolutions and ordinances to be approved concurrently with this Agreement as more specifically described in Section 3.A of this Agreement.

“Control”: The possession by a Person, directly or indirectly, of the power to direct or cause the direction of the management, activities, and policies of another Person (even if such power is subject to, or becomes subject to, the right of other equity holders to exercise (i) veto rights over major decisions, (ii) removal rights upon a material default in the Controlling Person’s

obligations, or (iii) a forced sale or purchase right upon the occurrence of specified events), whether through the ability to exercise voting power, by contract or otherwise. “Controlled” and “Controlling” each have the meanings correlative thereto.

“Corporate Authorities”: The President and Board of Trustees of the Village of Northbrook, Illinois.

“CTM Plan”: The Construction and Traffic Management Plan defined in Section 6.C of this Agreement.

“Developer Parties”: Collectively, the Retail Developer, the Residential Developer, and the Mall Building Owner.

“Development Approvals”: Collectively, the Concurrent Approvals and the Future Approvals described in Section 3 of this Agreement.

“Development Special Permit Ordinance”: That ordinance to be approved by the Corporate Authorities as part of the Concurrent Approvals as set forth in Section 3 of this Agreement.

“Effective Date”: The date set forth in the first sentence on Page 1 of this Agreement.

“Eligible Costs”: Defined in Section 10.A.3 of this Agreement.

“Eligible Land Acquisition Costs”: Those Eligible Costs related to property assembly, but limited to the lesser of (a) one-half of the land acquisition costs incurred by the Residential Developer to acquire the Residential Parcel or (b) \$4.5 million.

“Events of Default”: Defined in Section 17.A of this Agreement with respect to the Developer Parties and in Section 17.B of this Agreement with respect to the Village.

“Final Development Plan”: Collectively, those plans and specifications for the Redevelopment Project to be approved by the Corporate Authorities pursuant to the Concurrent Approvals and the Future Approvals, in accordance with Section 3 of this Agreement and the Requirements of Law. Upon the date that all components of the Final Development Plan are approved, the Final Development Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement and to replace the Preliminary Development Plan in its entirety.

“Final Engineering Plan”: The engineering plan that will be part of the Final Development Plan. Upon approval of the Final Development Plan, the Final Engineering Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Northbrook Court Plat of Subdivision”: That certain plat of horizontal and vertical subdivision for portions of the Mall Property to be considered and approved by the Corporate Authorities as part of the Future Approvals in accordance with Section 3 of this Agreement and the Requirements of Law. Upon the date on which the Final Northbrook Court Plat of Subdivision becomes effective, the Final Northbrook Court Plat of Subdivision will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Plat Resolution”: The resolution to be adopted by the Corporate Authorities as part of the Future Approvals, approving the Final Northbrook Court Plat of Subdivision.

“Future Approvals”: The Village approvals described and required in Section 3.B of this Agreement.

“Grocer”: A grocer offering products and services consistent with grocery tenants in first class regional shopping centers comparable in quality to the Mall Property.

“Guarantee”: The performance security defined in Section 9.A of this Agreement.

“Home Rule Sales Tax”: The sales tax imposed in the Village pursuant to the Village’s Home Rule Municipal Retailers’ Occupation Tax (Village Code Section 23-1) under the Home Rule Municipal Retailers’ Occupation Tax Act (65 ILCS 5/8-11-1). The Home Rule Sales Tax as of the Effective Date is 1% percent of gross receipts resulting from the sale of tangible personal property at retail.

“Home Rule Service Tax”: The tax imposed in the Village pursuant to the Village’s Home Rule Municipal Service Occupation Tax (Village Code Section 23-2) under the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5). The Home Rule Service Tax as of the Effective Date is 1% of the selling price of all tangible personal property transferred by said servicemen either in the form of tangible personal property or in the form of real estate as an incident to a sale of service.

“Improvements”: The on-site and off-site improvements to be made in connection with the Overall Project, as provided in Section 5 of this Agreement, including, without limitation, the Public Improvements and the improvements to be identified and depicted in the Final Development Plan; provided, however, that “Improvements” shall not include the Buildings.

“Initial Sales Tax Base”: Defined in Section 11.A.1 of this Agreement.

“Incentive Payments”: The payment to the Residential Developer and Retail Developer of Incremental Property Taxes and Sales Tax Revenue, as set forth in Section 10 and Section 11 of this Agreement.

“Incremental Property Taxes”: The ad valorem taxes, if any, arising from the taxes levied upon the Redevelopment Property, which taxes are attributable to the increases in the then current equalized assessed value of each taxable lot, block, tract, or parcel in the Redevelopment Property over and above the total initial equalized assessed value of each such lot, block, tract, or parcel of real property, all as determined by the County Clerk of Cook County, Illinois, pursuant to and in accordance with the TIF Act, the TIF Approval Ordinances, and this Agreement.

“Initial Occupancy Impact Contributions”: The one-time contributions that the Residential Developer will make to the School Districts as described in Section 7.B of this Agreement.

“Landscape Plan”: The landscape plan that will be a part of the Final Development Plan. Upon approval of the Final Development Plan, the Landscape Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Letter of Credit”: The specific form of performance security required by Section 9.A, and a form of which is included as **Exhibit A** to this Agreement.

“Maintenance Guarantee”: Defined in Section 9.C of this Agreement.

“Mall Building”: That portion of the Northbrook Court shopping center located on proposed Lot 2 of the Tentative Plat that comprises the enclosed mall of the shopping center owned by the Mall Building Owner, as depicted on **Exhibit B**.

“Mall Property”: That certain assemblage of real estate parcels on which the Northbrook Court shopping mall, the out-parcels, the Rudolph Drive right-of-way, and the storm water detention facility are located, consisting of approximately 105.4 acres, which is located on the south side of Lake Cook Road and commonly known as 1315, 1415, 1455, 1515, 1525, 1555, 1775 1819, and 1825 Lake Cook Road, in the Village of Northbrook. The Mall Property is depicted on **Exhibit C** to this Agreement.

“Mall Renovation Project”: Defined in Section 4.D of this Agreement.

“Municipal Sales Tax Revenue”: The portion or component of the Sales Tax Revenue collected from sales on the Mall Property that the Village actually receives from the State of Illinois.

“Municipal Service Cost”: Defined in Section 11.A.2 of this Agreement.

“Northbrook Court Mall Property Site Plan”: The updated and revised site plan for the Mall Property to be approved as part of the Concurrent Approvals.

“OREA”: Defined in Section 3.B.2.e of this Agreement.

“OREA Access/Maintenance Obligations”: Defined in Section 3.B.2.e.i of this Agreement.

“Overall Project”: The Redevelopment Project, the Adjacent Retail Project, and the Mall Renovation Project, including all Buildings, Structures, and Improvements to be constructed pursuant to this Agreement, as further described in Section 4 and Section 5 of this Agreement.

“Parties”: Collectively, the Retail Developer, the Residential Developer, the Mall Building Owner, and the Village.

“Performance Security”: Defined in Section 9.A of this Agreement.

“Person”: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, government or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

“Plan Commission”: The Plan Commission of the Village, established by Division 14 of Article VI of Chapter 2 of the Village Code.

“Pledged Sales Tax Funds”: As defined in Section 11.A.

"Pledged TIF Funds": As defined in Section 10.E of this Agreement.

"Preliminary Development Plan": The "Site Plan Submittal" prepared by Omniplan Architects, V3 Engineering, and studioOutside, consisting of 17 sheets, a copy of which is attached to this Agreement as **Exhibit D**.

"Preliminary Site Work": The demolition of structures on the Redevelopment Property existing as of the Effective Date of this Agreement, land grading, and the relocation and installation of utilities that may be permitted and allowed only pursuant to Section 3.B.3.c of this Agreement. Preliminary Site Work shall not include any Vertical Construction.

"Public Improvements": Those Improvements that will be dedicated to, and accepted by, the Village. "Public Improvements" do not include those Improvements that will be dedicated to, and accepted by, any other governmental agency.

"Public Improvements Standards Manual": The Village of Northbrook Standards and Specifications for Public and Private Improvements, dated October, 1990, as the same has been and may, from time to time hereafter, be amended.

"Public Safety Signal Equipment": The emergency responder public radio equipment required pursuant to Section 510 of the 2012 International Fire Code.

"Qualified Institutional Buyer": Entities defined by Rule 144A of the 1933 Securities Act.

"Redevelopment Plan": The Redevelopment Plan and Project for the TIF District adopted pursuant to Village Ordinance No. 2019-28.

"Redevelopment Project": Collectively, the construction of the Retail Project and the Residential Project.

"Redevelopment Project Costs": All qualifying redevelopment project costs that are: (i) authorized and defined by the TIF Act (65 ILCS 5/11-74.4-3(q)) and the Redevelopment Plan; and (ii) incurred by the Residential Developer or Retail Developer to construct the Redevelopment Project.

"Redevelopment Property": That certain 17.65 acre parcel of land at the western end of the Mall Property that consists of Lots 1, 5, and 6 of the Tentative Plat. The Redevelopment Property is legally described in **Exhibit E** to this Agreement.

"Required Submittals": Those documents, reports, and plans required to be submitted by Retail Developer to the Village, as set forth in Section 3.B of this Agreement.

"Required Submittals Due Date": Either (i) the date that is one year after the Effective Date or (ii) if the Retail Developer sends a written notice to the Village extending such date, the date that is up to two years after the Effective Date.

"Requirements of Law": All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations, as well as judicial decisions and orders binding on the Parties or the Overall Project.

“Residential Building”: The building to be constructed on the Residential Parcel consisting of a five-story apartment building containing not more than 315 dwelling units, no less than 420 accessory covered parking spaces, and ancillary uses, as further described in Section 4 of this Agreement.

“Residential Building Special Permit and Variation Ordinance”: That ordinance to be approved by the Corporate Authorities as part of the Concurrent Approvals as set forth in Section 3.A.3 of this Agreement.

“Residential Parcel”: The portion of the Redevelopment Property that will contain the Residential Building; to be designated as Lot 6 on the Final Northbrook Court Plat of Subdivision.

“Residential Project”: That portion of the Redevelopment Project to be constructed on the Residential Parcel consisting of the Residential Building.

“Retail Project”: That portion of the Redevelopment Project to be constructed on the Retail Parcel consisting of approximately 100,000 square feet of leasable retail space, including multiple sit-down restaurants, one or more Box A Tenants, other retail uses, public green space and ancillary uses, as further described in Section 4 of this Agreement.

“Retail Parcel”: The portion of the Redevelopment Property that will contain the Retail Project; to be designated as Lots 1 and 5 on the Final Northbrook Court Plat of Subdivision.

“Retailers’ Occupation Tax Act”: The Illinois Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter, be amended.

“Sales Tax Rebate Note”: Defined in Section 11.B of this Agreement.

“Sales Tax Rebate Note Closing”: Defined in Section 11.B of this Agreement.

“Sales Tax Rebate”: Defined in Section 11.A of this Agreement.

“Sales Tax Revenue”: Any and all taxes imposed and collected by the State of Illinois pursuant to the Home Rule Sales Tax, the Retailer's Occupation Tax Act, the Home Rule Service Tax, and the Service Occupation Tax Act; and, subject to Section 11 of this Agreement, any other "sales tax" or successor tax that may be enacted by the State of Illinois that the Village is able to verify as being generated from the Mall Property.

“School District Capital Costs”: Capitals costs necessarily incurred or to be incurred by the School Districts in furtherance of the objectives of the Redevelopment Plan which shall be reimbursed in the manner set forth in Section 10.F of this Agreement.

“School Districts”: Northbrook Elementary School District 28 and Glenbrook High Schools District 225, collectively.

“Service Occupation Tax Act”: The Illinois Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as the same has been, and may, from time to time hereafter, be amended.

“Site Plan”: Sheets 1 through 3 of the Preliminary Development Parcel and such corresponding pages in the Final Development Plan.

“Site Restoration”: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities.

“Structure”: Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure shall in all cases be deemed to include Buildings.

“Subdivision Code”: The Village’s Subdivision and Development Code (1991) as the same may be from time to time amended.

“Substantial Completion – Adjacent Retail Project”: The completion of that portion of exterior shell of the Mall Building within which the Adjacent Retail Project is to occur (including exterior walls and roof) and interior fire separation/demising walls, so that such portion of the Mall Building and the individual spaces within such portion are ready for delivery to a tenant for interior build out, all in substantial conformance with the Final Development Plan. Upon Substantial Completion – Adjacent Retail Project, the Village Director of DPS shall send a letter to the Developer Parties confirming such occurrence.

“Substantial Completion – Mall Renovation Project”: The completion of such portion of the Mall Renovation Project sufficient to permit public access in accordance with the Requirements of Law.

“Substantial Completion – Residential Building”: The occurrence of both of the following: (1) the completion of construction of all Improvements (other than landscaping) on the Residential Parcel in accordance with this Agreement and (2) the completion of construction of the Residential Building as evidenced by the issuance by the Village of a final certificate of occupancy for residential units within the Residential Building. Upon Substantial Completion – Residential Building, the Village Director of DPS shall send a letter to the Developer Parties confirming such occurrence.

“Substantial Completion – Retail Project”: The occurrence of all of the following: (1) the completion of construction of all Improvements (other than landscaping) on the Retail Parcel in accordance with this Agreement and (2) with respect to each of Box A, Building G, and Building F, completion of construction of the Building’s exterior shell (including exterior walls and roof) and interior fire separation/demising walls, so that such Buildings and the individual spaces therein are ready for delivery to a tenant for interior build out, all in substantial conformance with the Final Development Plan. Upon Substantial Completion – Retail Project, the Village Director of DPS shall send a letter to the Developer Parties confirming such occurrence.

“Taxable Retail TIF Note”: Defined in Section 10.B.1.c of this Agreement.

“Tax-Exempt Residential TIF Note”: Defined in Section 10.B.1.a of this Agreement.

“Tax-Exempt Retail TIF Note”: Defined in Section 10.B.1.b of this Agreement.

“Tentative Plat”: That certain tentative plat of subdivision for portions of the Mall Property titled “Tentative Plat of Subdivision of Northbrook Court,” consisting of seven sheets and prepared by V3 Engineers, with a latest revision date of May 2, 2019, in the form attached to this Agreement as **Exhibit L**, and approved by the Corporate Authorities pursuant to the Tentative Plat Approval Resolution in accordance with Section 3-201 I of the Subdivision Code.

“Tentative Plat Approval Resolution”: That resolution to be approved by the Corporate Authorities as part of the Concurrent Approvals as set forth in Section 3.A.4 of this Agreement.

“TIF”: Tax increment financing, as further defined and described in the TIF Act.

“TIF Act”: The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*

“TIF Approval Ordinances”: Collectively, the following duly adopted ordinances of the Village of Northbrook, passed by the Board of Trustees on April 23, 2019 and printed and published on April 24, 2019:

1. Ordinance No. 2019-28 “Approving a Tax Increment Financing Redevelopment Plan and Project for the Northbrook Court Redevelopment Project Area”;
2. Ordinance No. 2019-29 “Designating the Northbrook Court Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; and
3. Ordinance No. 2019-30 “Adopting Tax Increment Allocation Financing for the Northbrook Court Redevelopment Project Area.”

“TIF District”: The Northbrook Court Redevelopment Project Area designated by the Corporate Authorities pursuant to Ordinance No. 2019-29.

“TIF Fund”: The special tax allocation fund established for the TIF District in accordance with the TIF Act and the TIF Approval Ordinances.

“TIF Notes”: Collectively, the Tax-Exempt Residential TIF Note, the Tax-Exempt Retail TIF Note, and the Taxable Retail TIF Note, as each are described in Section 10.B of this Agreement.

“TIF Note Closing”: Defined in Section 10.A.1 of this Agreement.

“Transferee Assumption Agreement”: Defined in Section 14.B.4 of this Agreement.

“Uncontrollable Circumstance”: Any of the following events and circumstances that materially change the costs or ability of a Party to carry out its obligations under this Agreement:

1. a change in the Requirements of Law;
2. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
3. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or other similar act of God;
4. governmental condemnation or taking; or

5. strikes or labor disputes, other than those caused by the unlawful acts of a Developer Party or its partners or affiliated entities.

Uncontrollable Circumstance does not include economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor of the Retail Developer or the Residential Developer (except as caused by events which are Uncontrollable Circumstances as to the contractor).

“Vertical Construction”: The construction of any portion of a Building or Structure, including, without limitation, Building F, above grade level.

“Village Attorney”: The duly appointed Village Attorney of the Village.

“Village Clerk”: The duly appointed Village Clerk of the Village.

“Village Code”: The Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

“Village Director of DPS”: The duly appointed Village Director of Development and Planning Services.

“Village Director of Public Works”: The duly appointed Director of Public Works of the Village.

“Village Indemnified Parties”: Defined in Section 13.C of this Agreement.

“Village Manager”: The duly appointed Village Manager of the Village, or his or her designee, as appointed by the Village Manager.

“Zoning Code”: The Village of Northbrook Zoning Code (1988), as the same has been and may, from time to time hereafter, be amended.

“Zoning and Subdivision Relief”: The various relief from the Village’s Zoning Code and Subdivision Code requested by the Redevelopment Property Owner and described in Section 1.N of this Agreement.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SECTION 3. DEVELOPMENT APPROVALS.

A. Concurrent Approvals. Immediately after the approval and execution of this Agreement, the Corporate Authorities shall adopt the following resolutions and ordinances comprising the Concurrent Approvals:

1. The Comprehensive Plan Amendment Ordinance, amending the Comprehensive Plan to designate the Mall Property as appropriate for Mixed Uses.

2. The Zoning Code Text Amendments Ordinances, amending the Zoning Code in the following manner:

- a. Amending Section 5-102 to allow "Multi-Family Residential" as a special permit use and other permitted and special permit uses in the C-4 District;
- b. Amending Section 5-109 B to revise the site plan for the Mall Property to reflect the Northbrook Court Mall Property Site Plan;
- c. Amending Section 5-110 E to reduce the required transitional setback requirements in the C-4 District;
- d. Amending Section 5-110 to increase the maximum permitted height in the C-4 District to 80 feet; and
- e. Amending Section 9-104 C 3(i) to permit a reduction in parking stall dimensions for stalls located in a residential parking garage.

3. The Development Special Permit Ordinance, approving a special permit for the Mall Property to permit the construction, operation, and maintenance of multiple principal buildings on a single zoning lot, all in accordance with the Preliminary Development Plan and Final Development Plan. The Development Special Permit Ordinance shall provide that once the Final Development Plan has been approved, it shall be deemed incorporated into the Development Special Permit Ordinance. The Development Special Permit Ordinance shall not be recorded against the Mall Property unless and until the Final Development Plan has been approved and incorporated into the Development Special Permit Ordinance.

4. The Mall Site Plan Ordinance approving the Northbrook Court Mall Property Site Plan.

5. The Residential Building Special Permit and Variation Ordinance, approving (a) a special permit to allow for the construction, operation, and maintenance of the Residential Building on the Residential Parcel; (b) a special permit to allow the Residential Building to have a height in excess of 55 feet; and (c) a variation to reduce the required rear setback of the Residential Building from 150 feet to 100 feet.

6. The Tentative Plat Approval Resolution, approving the Tentative Plat.

The Concurrent Approvals shall not be effective unless and until the Final Northbrook Court Plat of Subdivision has been approved and recorded in accordance with Section 3.B of this Agreement.

B. Future Approvals.

1. Acknowledgement that Future Approvals are Required. The Parties acknowledge and agree that, as of the Effective Date, the Village has not yet considered, and has not granted, approvals of the following documents, all of which are required in connection with the construction of the Redevelopment Project:

- a. The Final Development Plan;
- b. Final Northbrook Court Plat of Subdivision; and
- c. Approval by the Village's Architectural Control Commission of the exterior elevations, façade, and signage for any Building or tenant space constructed in the Retail Project

2. Required Submittals for Future Approvals. The Retail Developer shall, in accordance with and pursuant to Sections 3-102 and 3-103 of the Subdivision Code, prepare and submit for review and approval by the appropriate staff and commissions of the Village, the following required documents (the ***"Required Submittals"***) within the time period set forth in Section 3.B.3.a of this Agreement:

- a. Final Engineering Plan and Final Landscape Plan Approval. Prior to submitting an application for a building permit for the Residential Building, the Retail Developer shall submit to the Village Director of Public Works for his review, final engineering and landscape plans for the Redevelopment Project. The Village Director of Public Works and the Village Director of DPS shall approve such plans, if they substantially comply with the Preliminary Development Plan and comply with all applicable Village codes, ordinances, rules, and regulations, including without limitation the Public Improvements Standards Manual and the Requirements of Law. Upon approval, those plans shall be the Final Engineering Plan and the Final Landscape Plan, respectively and shall be incorporated into the Final Development Plan.
- b. Final Plat Application. The Retail Developer shall submit all documentation required by Section 3-103 of the Subdivision Code for the Final Northbrook Court Plat of Subdivision. The Village shall approve the Final Northbrook Court Plat of Subdivision if such documentation substantially complies with the Preliminary Development Plan and complies with Requirements of Law. The Parties acknowledge that the Final Northbrook Court Plat of Subdivision will be a "horizontal" and "vertical" subdivision and that, when the Residential Building and Retail Project are fully constructed, there may be vertical encroachments of the Residential Building on to the Retail Parcel and of the Retail Project on to the Residential Parcel. In the event of such vertical

encroachments, and upon application by the Retail Developer and Residential Developer for a re-subdivision or other action to adjust the lot lines of Lots 1, 5, and 6 to eliminate such encroachments (which application is not a Required Submittal), the Village shall consider, and not unreasonably withhold or delay its consideration of, such resubdivision or other action.

- c. Approvals from Outside Agencies. The Retail Developer shall submit evidence that all agencies or political subdivision with jurisdiction over the Redevelopment Property, have granted all necessary approvals and consents to commence and complete construction of the Redevelopment Project and the Improvements including, without limitation, the following:
 - i. The Metropolitan Water Reclamation District of Greater Chicago'
 - ii. Illinois Environmental Protection Agency for water, sanitary, and NPDES/NOI approvals; and
 - iii. North Cook County Soil and Water Conservation District.
- d. Additional Documents. The Retail Developer shall submit any additional documents required by Requirements of Law for the Final Development Plan. To the extent its approval is required, the Village shall approve such additional documents if they substantially comply with the Preliminary Development Plan and comply with Requirements of Law.
- e. Operation and Reciprocal Easement Agreement.
 - i. Prior to the occupancy of any portion of the Redevelopment Project, the Retail Developer shall prepare and submit to the Village Manager and Village Attorney, for their respective review and approval, one or both of the following documents: (i) a new Operation and Reciprocal Easement Agreement (or similarly binding legal instrument) and (ii) an amendment to the existing "Operating Agreement" recorded as Document No. 23126333 and re-recorded as Document No. 23219179 (individually or collectively, an "**OREA**"). The OREA will clearly define the rights and responsibilities of the owners and occupants of the Retail Parcel and the Residential Parcel, and all of their respective successors and assigns, with regard to the following "**OREA Access/Maintenance Obligations**": (a) cross access by and between the Retail Parcel, the Residential Parcel, and the Mall Property and maintenance of access drives, loading docks, and other commonly used features in connection with such cross access; (b) maintenance, cleaning, and operation of any storm water facilities and all other on-site Improvements

serving the Redevelopment Property, including, specifically, the landscaping in accordance with the Final Landscape Plan; (c) snow removal and storage on the Redevelopment Property and the Mall Property as a whole; and (d) the granting of one or more licenses to the Village providing for public access, during time periods that are generally consistent with the time periods during which the Mall Building is open to the general public, to the following Improvements or portions of Buildings, that will be constructed on the Retail Parcel or the Residential Parcel, as the case may be, as part of the Redevelopment Project: elevators and restrooms that will be available for public use, lawns and other outdoor areas that will be open to the general public, and streetscape improvements and landscaping that will be available for public use. The Developer Parties have represented and agree, and the Village acknowledges, that the costs incurred by the Residential Developer and the Retail Developer related to such Improvements or portions of Buildings are Eligible Costs.

- ii. The OREA must include the following provisions:
 - (a) The OREA will bind and be recorded against all portions of the Redevelopment Property, and if applicable, the Mall Property;
 - (b) The Village must be given the right to enforce all covenants contained in the OREA regarding the OREA Access/Maintenance Obligations; and
 - (c) The Village must be given the right, after 15 days' written notice to the owner or owners of the applicable lot or lots within the Redevelopment Property, as may be appropriate (i) to perform any OREA Access/Maintenance Obligations that the owner(s) of the applicable lot(s) has neglected to perform (or to commence and diligently pursue completion of such maintenance work within such 15 day period if such maintenance work is not reasonably capable of being completed within such 15 day period); (ii) to assess the owner(s) of the applicable lot(s) for such work; and (iii) to have a lien placed against the affected lot(s) belonging to an owner(s) failing to pay such assessment if such assessment is not paid within thirty (30) days after written notice from the Village.

3. Conditions and Timing of Future Approvals.

- a. Submission Deadline. The Retail Developer shall deliver the Required Submittals to the Village on or before the Required Submittals Due Date. If an Uncontrollable Circumstance limits the Retail Developer's ability to deliver a Required Submittal, then the Retail Developer shall send written notice to the Village Director of DPS of such fact and the Required Submittals Due Date will be extended by one day for each day that such Uncontrollable Circumstance limited such delivery.
- b. Failure to Submit. In the event that the Retail Developer fails to deliver all of the Required Submittals to the Village on or before the Required Submittals Due Date (as it may be extended as provided in this Agreement), and such failure is an uncured Developer Event of Default: (i) the Village will have no obligation to consider or approve any or all of the Future Approvals; (ii) the Retail Developer and Residential Developer will not be entitled to reimbursement of any Redevelopment Project Costs; (iii) the Village will not make any Incentive Payments to the Residential Developer or Retail Developer; and (iv) the Village will have the right to terminate this Agreement upon providing written notice to the Developer Parties.
- c. Preliminary Site Work. The Retail Developer and Residential Developer may perform Preliminary Site Work on the Mall Property, but only pursuant to advance written permission that may be granted by the Village Director of DPS, and subject to such conditions as the Village Director of DPS may require. Any Preliminary Site Work performed prior to the approval of the Final Northbrook Court Plat of Subdivision and the Final Development Plan will be done at solely the risk of the Retail Developer and Residential Developer; and the Village will not be liable or responsible for any damages or claims that may arise from work that is done in contravention of the Final Development Plan, and the resulting correction work that may be required. In the event such Preliminary Site Work is performed, and the Village does not approve the Final Development Plan, the Party that performed such work must perform Site Restoration to the satisfaction of the Village Director of DPS.
- d. Limit on Vertical Construction. The Retail Developer and the Residential Developer may not commence Vertical Construction unless and until the Village approves the Final Northbrook Court Plat of Subdivision and the conditions set forth in Section 6.A.2 of this Agreement have been satisfied.
- e. Architectural Review Required. No permit for any Building or tenant space constructed in the Retail Project shall be issued by the Village unless and until the exterior elevations, façade, and

signage of such Building or tenant space has been reviewed and approved by the Village's Architectural Control Commission.

SECTION 4. DEVELOPMENT, USE, OPERATION, AND MAINTENANCE OF THE MALL PROPERTY.

Notwithstanding any use or development right or limitation that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Code or any other rights the Developer Parties may have, upon adoption by the Village of the Development Approvals, the Developer Parties shall (and shall have the right to) use, develop, operate, and maintain the Mall Property only pursuant to, and in accordance with, the terms and provisions of the Development Approvals and this Agreement and its exhibits including, without limitation, the following development conditions:

A. Development Obligations.

1. The Retail Developer shall construct and develop the Retail Project on the Retail Parcel in accordance with the standards and requirements of Section 4, Section 5, and Section 6 of this Agreement. The Residential Developer shall construct and develop the Residential Building on the Residential Parcel in accordance with the standards and requirements of Section 4, Section 5, and Section 6 of this Agreement.

2. The Retail Developer shall construct and develop the Adjacent Retail Project and the Mall Renovation Project within the Mall Building in accordance with the standards and requirements of Section 4, Section 5, and Section 6 of this Agreement.

B. Standard Conditions.

1. The development, use, operation and maintenance of the Mall Property, shall comply with the Northbrook Court Mall Property Site Plan and with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically and explicitly provided otherwise in this Agreement or the Development Approvals.

2. The development, use, operation and maintenance of the Redevelopment Property shall comply with the Final Development Plan, except for minor alterations due to final engineering and site work as may be approved by the Village Director of DPS, or the Village Director of Public Works (for matters within their respective permitted authorities) in accordance with all applicable Village standards.

C. Adjacent Retail Project. The Retail Developer shall complete the Adjacent Retail Project. The "Adjacent Retail Project" includes an area of approximately 72,000 square feet within the western area of the Mall Building that is adjacent to the Redevelopment Property and is generally depicted on ***Exhibit M***, that will be redeveloped with new retail and food uses, kiosks, and soft seating overlooking the new exterior lawn space within the Redevelopment Property. This area will become a connection between the reconfigured west area of the Mall Building and the new exterior plaza and great lawn within the Redevelopment Property.

D. Mall Renovation Project. The Retail Developer shall complete the Mall Renovation Project. The "Mall Renovation Project" will include the renovation and updating of public areas of the Mall Building, including the Mall Building entries, new floor finishes in

selected areas, refinished guard rail caps at floor openings, new ceiling treatments in selected areas, new decorative design in major court areas including furniture and related amenities, general repairs and painting as required. A detailed list of the renovation work is listed on the document attached as **Exhibit F** entitled "Northbrook Court Refresh." Further, as part of the Mall Renovation Project, the Retail Developer shall maintain or restore, as the case may be, the operational effectiveness of the Public Safety Signal Equipment existing in the Mall Building as of the Effective Date of this Agreement.

E. Residential Project. The Residential Developer agrees that:

1. The Residential Building shall be as depicted on the elevation plans that are part of the Final Development Plan, the tallest portion of which shall not exceed five stories above two levels of covered parking.
2. The Residential Building shall not contain more than 315 luxury residential dwelling units.
3. No less than 420 dedicated garage spaces will be provided for tenants of the Residential Building.
4. The Residential Developer shall make available to the owners of the three neighboring residential properties located in the Glenbrook Countryside subdivision and specifically identified below (the "**Neighboring Glenbrook Countryside Property Owners**") a landscape allowance in the amount of \$15,000 per property (the "**Landscape Allowance**"), to be used in accordance with the provisions of this Section 4.E.4:
 - a. 214 Linden Road,
 - b. 220 Linden Road, and
 - c. 226 Linden Road

(collectively, the "**Neighboring Glenbrook Countryside Properties**")

The Landscape Allowance shall be made available to the Neighboring Glenbrook Countryside Property Owners by sending them a notice offering the Landscape Allowance, addressed to "Owner or Occupant," via U.S. Mail, not later than the date that is the later of (i) 120 days after the Effective Date and (ii) the date upon which a building permit is issued for the Residential Building. If a Neighboring Glenbrook Countryside Property Owner does not accept the offer of the Landscape Allowance within 45 days after the offer is mailed, the Residential Developer will have no obligation to pay that Neighboring Glenbrook Countryside Property Owner a Landscape Allowance. The Landscape Allowance shall be used only for the installation of landscaping in the rear yard of a Neighboring Glenbrook Countryside Property.

F. Retail Project. The Retail Developer agrees that:

1. The Retail Project shall be as depicted on elevation plans that are part of the Final Development Plan, the tallest portion of which shall not exceed two stories in height.

2. The Retail Project shall consist of approximately 100,000 square feet including one or more Box A Tenants.

3. Box A is intended to be used and occupied as a Grocer. In no event shall Box A be used or occupied for any use other than a Box A Tenant.

4. No portion of Box A may be initially occupied by a business or entity ("**Initial Tenant**") that (a) is operating at a location within the Village as of the Effective Date of this Agreement (the "**Existing Location**") and (b) closes its operation at the Existing Location within the Village within the time period that is six months prior to, and one year after, the date of such business or entity opening operation within Box A. The Retail Developer shall require that every lease for any portion of Box A with an Initial Tenant that has an Existing Location include a covenant incorporating the provisions of this Section 4.F.4 ("**Lease Covenant**"). All leases with such Initial Tenants with an Existing Location shall clearly state that any violation of the Lease Covenant shall constitute a default by the Initial Tenant.

G. Exterior Signage. Exterior signage for both the Retail Project and the Residential Building shall be permitted and maintained in accordance with the requirements of the Zoning Code. No exterior signage for the Redevelopment Project has been approved as of the Effective Date of this Agreement. Each Developer Party agrees that it, or its prospective tenants, shall submit applications for and obtain all necessary relief, including special permit approvals and review and approval by the Village's Plan Commission and Architectural Control Commission, prior to the issuance of required sign permits to authorize exterior signage on any portion of the Redevelopment Project

H. Maintenance. The Developer Parties shall each be responsible for the continuity, care, conservation, maintenance, and operation of that portion of the Mall Property that each Developer Party owns, in a first rate condition, in perpetuity, and all private Improvements, landscaping, equipment, appurtenances and storm water facilities located on or within that portion of the Mall Property that it owns and the cost of power required for such equipment and appurtenances. The owners of the Redevelopment Property and Mall Building from time to time shall regularly and systematically perform the maintenance, repair, and replacement of any and all parts or portions of their property necessary to permit the Mall Property to function as designed.

I. Parking and Loading. The Retail Developer and Residential Developer shall provide all off-street parking and loading spaces on the Redevelopment Property as set forth in the Development Special Permit Ordinance.

J. Public Safety Signal Equipment. All new construction that is part of the Overall Project shall comply with Section 510 of the 2012 International Fire Code concerning the installation and maintenance of Public Safety Signal Equipment.

K. Landscaping. All landscaping on the Redevelopment Property shall be installed and maintained in accordance with the Landscape Plan.

L. General Use and Development Restrictions for the Redevelopment Property. The development and use of the Redevelopment Property except for minor alterations due to final engineering and site work approved by the Village Director of Development and

Planning Services or the Village Director of Public Works, as appropriate, shall comply, and be in accordance, with the following (upon their respective approval, adoption, and effective date):

1. This Agreement;
2. The Development Approvals;
3. The Final Development Plan, and all individual plans and documents of which it is comprised;
4. The Final Northbrook Court Plat of Subdivision;
5. The Public Improvements Standards Manual;
6. The Zoning Code;
7. The Subdivision Code; and
8. The Requirements of Law.

Unless otherwise provided in this Agreement, either specifically or in context, in the event of a conflict between or among any of the plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the above plans and documents will be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

M. No Obligation to Commence Development. Nothing in this Agreement will be deemed or construed to obligate the Developer Parties to proceed with the redevelopment of the Mall Property; provided, however, the Developer Parties acknowledge and agree that (1) the issuance by the Village of the TIF Notes and the Sales Tax Rebate Note are conditioned on certain portions of such redevelopment proceeding, as provided in Sections 10 and 11 of this Agreement; (2) certain of the Development Approvals will expire if such redevelopment does not commence within time periods set forth under Requirements of Law; and (3) if the Developer Parties do undertake the redevelopment of the Mall Property, or any portion thereof, they must do so in accordance with this Agreement and the Requirements of Law.

SECTION 5. IMPROVEMENTS.

A. Description of Improvements. The Retail Developer and Residential Developer shall, at their sole cost and expense, construct and install all of the Improvements depicted on the Final Northbrook Court Plat of Subdivision and the Final Development Plan, including, without limitation, the following specific Improvements:

1. Storm water facilities, in the manner approved by the Village Director of Public Works and the Village Director of Public Works, which facilities are incorporated into, and depicted on, the Final Development Plan;
2. Sanitary sewer mains and service lines;
3. Water mains and service lines;
4. The landscaping, as depicted in the Final Development Plan; and
5. Any other Improvements identified in the Final Development Plan.

B. Design and Construction of the Improvements.

1. General Standards. All Improvements shall be designed and constructed pursuant to and in accordance with the Final Development Plan, the Final Northbrook Court Plat of Subdivision, and the Development Special Permit Ordinance, and will be subject to the reasonable written satisfaction of the Village Director of Public Works in accordance with the Village Code and the Subdivision Code. All work performed on the Improvements shall be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided in this Agreement or in the permits issued by the Village for construction of the Improvements. All materials used for construction of the Improvements shall be new and of first rate quality.

2. Contract Terms; Prosecution of the Work. The Retail Developer and the Residential Developer shall each include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, Development Special Permit Ordinance, the Final Development Plan, and the Requirements of Law, until the work is properly completed, and providing that the Retail Developer and the Residential Developer, respectively, may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Engineering Services; Construction Management. The Retail Developer and the Residential Developer shall provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. The Retail Developer and the Residential Developer shall, upon application for a building permit, provide the Village with the name of the construction project manager and a telephone number or numbers at which the construction project manager can be reached at all times.

4. Village Inspections and Approvals. All work on the Improvements is subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, the Retail Developer or the Residential Developer, as the case may be, shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

C. Connection of Utilities.

1. Burial of Utilities. The Retail Developer and the Residential Developer shall, at their sole cost and expense, cause to be buried all utility lines necessary for the Redevelopment Project in accordance with the requirements of Section 4-104 F of the Subdivision Code. The Retail Developer and the Residential Developer shall cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the burial of utilities required pursuant to this Section 5.C.1 does not disrupt utility service to neighboring properties.

2. Compliance with Village Code. No utilities located on the Redevelopment Property may be connected to the sewer and water utilities belonging to the Village

except in accordance with the applicable provisions of the Village Code, and upon payment of the connection fees required pursuant to the Village Code.

D. Completion of the Improvements.

The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any Building or Structure located on the Retail Parcel until the Improvements necessary to serve that Building or Structure are completed by the Retail Developer and approved by the Village. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any Building or Structure located on the Residential Parcel until the Improvements necessary to serve that Building or Structure are completed by the Residential Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to Section 6.E.2 of this Agreement and the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by the Retail Developer or Residential Developer and approval of the Improvements by the Village will not confer on the Retail Developer or Residential Developer any right or entitlement to any other building permit or certificate of occupancy.

E. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. The Retail Developer and Residential Developer shall notify the Village when it believes that any or all of the Improvements on its parcel have been fully and properly completed and shall request final inspection and approval of the Improvement or Improvements by the Village. The notice and request shall be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Retail Developer or Residential Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for completion of the Improvements). The Retail Developer or Residential Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 5.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan, the Final Northbrook Court Plat of Subdivision, the Development Special Permit Ordinance, and the Requirements of Law.

2. No Automatic Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the approval or recordation of the Final Plat of Subdivision constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" on the Final Northbrook Court Plat of Subdivision, or on the Final Development Plan, if any. The acceptance of all Improvements shall be made only in compliance with the requirements of the Subdivision Code, including, without limitation, Sections 3-506 and 3-507 of that Code.

3. Private Ownership and Maintenance of Improvements; Public Easements. The Developer Parties agree that the Village is under no obligation to accept or take ownership of the Improvements. All water mains, sanitary sewer mains, and

storm water facilities on the Redevelopment Property and Mall Property, are, and shall continue to remain, the property and responsibility of the respective owners of the Redevelopment Property and the Mall Property. The Developer Parties shall, either on the Final Northbrook Court Plat of Subdivision, the OREA, or by separate instrument, provide the Village with easement rights to access and repair such Improvements in the event that the owner of the parcel the Improvements are located upon has failed to do so. Such easements shall require the Village to provide the owner reasonable notice and opportunity to cure, and shall grant the Village the right to lien any parcel for any costs it incurs in repairing an Improvement.

In the event that the Village and the owner of any portion of the Mall Property determine that it would be in the best interest of the Village and the public for the Village to accept and take ownership of any Improvement on the Redevelopment Property or the Mall Property, the owner of the parcel shall execute, or cause to be executed, all documents as the Village may require to transfer ownership of the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. The owner shall, at the same time, grant, or cause to be granted, to the Village all easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing, which approval will not be unreasonably withheld by the Village.

5. Maintenance of Public Improvements. In the event that the Village accepts any Improvement, the Developer Party that owns the affected portion of the Mall Property shall, at its sole cost and expense, maintain the Public Improvements on the Mall Property without any modification, except as specifically approved in writing by the Village Director of Public Works, in a first rate condition for a period of two years after acceptance. The Developer Party shall guarantee, on its behalf and on behalf of its successors to the Redevelopment Property or the Mall Property, the prompt and satisfactory correction of all defects and deficiencies in any of the Improvements on its respectively-owned portion of the Redevelopment Property or the Mall Property that occur or become evident within two years after acceptance of the Improvement by the Village pursuant to this Agreement. In the event the Village Director of Public Works determines, in the Village Director of Public Work's reasonable discretion, that the Developer Party is not adequately maintaining, or has not adequately maintained, any Public Improvement, the Developer Party shall, after 10 days' prior written notice from the Village (subject to Uncontrollable Circumstance), correct it or cause it to be corrected. If the Developer Party fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to the Developer Party, may, but will not be obligated to, enter upon any or all of the Redevelopment Property or that portion of the Mall Property owned by the Developer Party for the purpose of performing maintenance work on and to the Improvement. In the event that the Village causes to be performed any work pursuant to this Section 5.F.5, the Developer Party shall, upon demand by the Village, pay the costs of the work to the Village. If the Developer Party fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 9.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any

Improvement is repaired or replaced pursuant to this Section 5.F.5, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 9.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

SECTION 6. DEMOLITION AND CONSTRUCTION.

A. Phasing of Construction.

1. The construction of the Redevelopment Project, including, without limitation, the construction of the Retail Project, the Residential Building, and the Improvements, shall take place in one continuous phase, subject to seasonal conditions.

2. In addition to any other applicable provision of this Agreement and the Requirements of Law, the Retail Developer and Residential Developer may not commence any Vertical Construction unless the Village Manager has determined that the construction of the following Improvements is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the Village Manager in his or her sole discretion:

- a. Functioning storm water facilities, including detention vaults and storm sewer piping and catch basins; and
- b. Functional water system that can deliver water to all proposed fire hydrants in the manner required by the Village Code.

3. The Adjacent Retail Project and the Mall Renovation Project in the Mall Building may be pursued on a separate schedule than the Redevelopment Project, but shall in no event be commenced later than the Required Submittals Due Date.

B. Diligent Pursuit of Construction. The Developer Parties shall pursue, or cause to be pursued, all required development, demolition, construction, and installation of Structures, Buildings, and Improvements on the Redevelopment Property and the Mall Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law.

C. Construction Traffic.

1. **Construction and Traffic Management Plan.** The Retail Developer and Residential Developer shall prepare and submit, for review and approval by the Village Director of DPS, a Construction and Traffic Management Plan ("**CTM Plan**") for the development of the Redevelopment Project, the Adjacent Retail Project, and the Mall Renovation Project. The CTM Plan will govern: (i) the location, storage, and traffic routes for construction equipment and construction vehicles; and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any Structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the Village Director of DPS has approved, in writing, the CTM Plan. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Director of Public Works; provided, however, that nothing in this Agreement is to be deemed or interpreted to require approval of the CTM Plan. The CTM Plan shall include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Mall Property;
- b. The designation of machinery and construction material storage areas on the Redevelopment Property or the Mall Property;
- c. Provisions for the screening of construction areas within the Mall Property;
- d. The hours of operation and schedule for construction on the Mall Property ;
- e. The location of areas on the Redevelopment Property or the Mall Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Redevelopment Property or the Mall Property for construction employees.

2. Designated Routes of Access. The Village reserves the right to designate certain prescribed routes of access to the Mall Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Mall Property for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the Structures and Improvements, the Retail Developer and Residential Developer shall: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

D. Parking and Storm Water Management During Construction. During construction of any of the Structures or Improvements on the Redevelopment Property, the Retail Developer and Residential Developer shall:

- 1. Install temporary and durable surface off-street parking on the Redevelopment Property for the parking of construction employee vehicles, as necessary; and
- 2. Temporarily divert or control any heavy accumulation of storm water away from or through the Redevelopment Property in a manner approved in advance by the Village Manager, which method of diversion shall include early installation of storm drains to collect water and convey it to a safe discharge point.

E. Issuance of Permits and Certificates.

- 1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, if an act or

omission of the Residential Developer or the Retail Developer is an uncured Developer Event of Default (as defined in Section 17.A of this Agreement), the Village has the right to withhold the issuance of any building permit or certificate of occupancy for any portion of the Residential Parcel or Retail Parcel (as the case may be); except that the Village shall not withhold the issuance of any building permit or certificate of occupancy if there exists a good faith dispute between the Residential Developer or the Retail Developer and the Village as to whether the acts or omissions of the Residential Developer or Retail Developer constitute a Developer Event of Default as provided in Section 17.A of this Agreement.

2. **Conditional Certificate of Occupancy.** A conditional certificate of occupancy associated with any new Building or Structure to be located on the Redevelopment Property will not be issued until (1) the grading of the street parkways across the frontage of the subject Structure, final grading and installation of top soil, seeding/sod, and landscaping on the subject Structure have been completed, and (2) sidewalks across the frontage of the subject Structure and street lights and surface course of all street pavement throughout the Redevelopment Property have been installed, subject to seasonal conditions.

F. As-Built Plans. After completion of construction of any new Structure on the Redevelopment Property, the Party that owns such Structure shall submit to the Village Director of DPS final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Structures; and (2) for other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Director of Public Works and Village Director of DPS. The as-built plans shall indicate, without limitation, the amount, in square feet, of impervious surface area on the Redevelopment Property.

G. Damage to Public Property. The Developer Parties shall maintain the Mall Property and all streets, sidewalks, and other public property in and adjacent to the Mall Property in a good and clean condition at all times during the construction of the Redevelopment Project, the Improvements, the Adjacent Retail Project, and the Mall Renovation Project. Further, the Developer Parties shall: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Mall Property by a Developer Party or any agent of or contractor hired by, or on behalf of, the Developer Party; and (2) repair any damage that may be caused by the activities of the Developer Party or any agent of or contractor hired by, or on behalf of, the Developer Party.

H. Commitment to Fair Employment Practices and Affirmative Action: Prevailing Wage. The Village, the Retail Developer and the Residential Developer shall comply with the requirements pertaining to fair employment practices and affirmative action described in Section VIII.B of the Redevelopment Plan and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 7. CONTRIBUTIONS AND IMPACT FEES.

A. Fees in Lieu of Land Contributions. The Residential Developer shall, and does hereby agree to, fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Subsection 4-101 G of the Subdivision Code, for the following districts:

1. Northbrook Park District;

2. Glenbrook High School District No. 225;
3. Elementary School District No. 28; and
4. Northbrook Public Library.

The fees required pursuant to this Section 7.A of this Agreement shall be calculated upon the net increase in the number of dwelling units developed on the Residential Parcel in the manner provided in Subsection 4-101 G1(d) of the Subdivision Code, and shall be paid on a *pro rata* basis at the time of, and as a condition of, the issuance of each certificate of occupancy for a dwelling unit in the Residential Building. The Parties acknowledge and agree that no dwelling units exist on the Residential Parcel as of the Effective Date of this Agreement.

B. Transportation Impact Fee. The Retail Developer shall, and does hereby agree to, fully comply with, and cause to be paid, any Village Transportation Impact Fee that may be required by Article IV of Chapter 19 of the Village Code for any part of the Overall Project.

C. Initial Occupancy Impact Contributions. In recognition of the immediate impact from an influx of students that may be generated by the occupancy of the Residential Building, the Residential Developer has voluntarily agreed to make the following one-time contributions to the School Districts for the purpose of mitigating any burdens that the increased enrollment may impose on the District's facilities:

1. Glenbrook High School District No. 225: \$95,000; and
2. Elementary School District No. 28: \$225,000

(collectively, the "***Initial Occupancy Impact Contributions***"). The Residential Developer's payment of the Initial Occupancy Impact Contributions is in addition to, and does not diminish the Fees in Lieu of Land Contributions set forth in Section 7.A above and the School District Capital Cost payments to be made from Incremental Property Taxes as provided in Section 10.F of this Agreement. The Initial Occupancy Impact Contributions shall be paid within 30 days after the occurrence of Substantial Completion – Residential Building.

D. Affordable Housing Fund Seed Contribution. The Residential Developer shall make a monetary contribution to the Village in the total amount of \$750,000 for the purpose of the Village establishing a dedicated fund that will support efforts to establish and foster affordable housing in the area ("***Affordable Housing Contribution***"). The Affordable Housing Contribution shall be paid in three installments, corresponding with the following development milestones:

1. 1st Installment (\$350,000): To be paid upon the occurrence of Substantial Completion – Residential Building;
2. 2nd Installment (\$200,000): To be paid 12 months after the occurrence of Substantial Completion – Residential Building; and
3. 3rd Installment (\$200,000): To be paid 24 months after the occurrence of Substantial Completion – Residential Building.

The Parties acknowledge that (i) as of the Effective Date, the Village Code does not include requirements for the development or use of affordable, workforce, attainable, or similar housing

within the Village ("**Affordable Housing Requirements**"), (ii) the Village is considering whether to prepare and implement Affordable Housing Requirements, and (iii) the Affordable Housing Contribution is intended to provide "seed" money for the Village's efforts to implement any Affordable Housing Requirements that it approves. If, following the Effective Date, the Village approves Affordable Housing Requirements, the Residential Developer will not be required to comply with the Affordable Housing Requirements with respect to, and as they would otherwise apply to, the Residential Building.

SECTION 8. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer Parties shall pay to the Village, within 30 days after the execution of this Agreement by the Village President, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Mall Property as provided in this Agreement, including, without limitation, the review and processing of plans for the Redevelopment Project, the Adjacent Retail Project, and the Mall Renovation Project, and (2) the negotiation, preparation, consideration, and review of this Agreement and the Development Approvals, but (3) excluding the administration of the TIF District in compliance with the TIF Act, including, without limitation, costs of audits, legal review, and staff time for preparation of annual reports, which costs are payable through the Administrative Allocation, as provided in Section 10.E.3. Such payments shall be made regardless of whether the village adopts the Development Approvals. The Developer Parties acknowledge and agree that they will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by a Developer Party during the term of this Agreement in connection with the use and development of the Mall Property as provided in this Agreement. However, solely with respect to such fees, costs, and expenses incurred during the time period ending on the Effective Date, the amount of such fees to be paid by the Developer Parties is capped at \$_____. Further, the Developer Parties shall pay after demand by the Village all fees, costs, and expenses incurred by the Village for publication and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, each Developer Party shall pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law, for that portion of the Mall Property owned by that Developer Party.

SECTION 9. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by the Retail Developer and Residential Developer of their obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, they hereby irrevocably elect, on behalf of themselves and their successors, and agree to provide the Village prior to the issuance of any permits for the Redevelopment Project, performance and payment security for the Improvements ("**Guarantee**") in the form of one or more letters of credit ("**Letter of Credit**") in the amount set forth in Section 3-501.B of the Subdivision Code, and in accordance with the terms set forth in Section 3-501.C and Section 3-502 of the Subdivision Code. The Letter of

Credit shall be in form and substance substantially conforming in all material respects with **Exhibit A** to this Agreement and satisfactory to the Village Attorney. The Guarantee shall be administered pursuant to Sections 3-504, 3-505, 3-506 and 3-507 of the Subdivision Code. There may be one Letter of Credit for the Improvements on the Retail Parcel, one Letter of Credit for the Improvements on the Residential Parcel, or a single Letter of Credit for all Improvements.

B. Village Use of Guarantee Funds. If the Retail Developer or Residential Developer fails or refuses to complete the Improvements that it is required to complete in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements, as required by this Agreement, and such failure or refusal is a Developer Event of Default, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee which secure such completion or correction and are necessary to remedy such failure or refusal. The Village thereafter shall have the right, subject to an additional 30 days' notice and opportunity for cure, to cause such Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Retail Developer's or Residential Developer's failure or refusal. If the funds remaining in the Letter of Credit are insufficient to repay fully the Village for all costs and expenses, then the Retail Developer or Residential Developer shall upon demand of the Village therefor deposit with the Village any additional funds as the Village determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

C. Maintenance Guarantee. Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, the Residential Developer and Retail Developer shall each post a new guarantee in the amount of ten percent of the actual total cost of the Improvements on its property (the Residential Parcel or the Retail Parcel) provided as (i) all cash or (ii) a combination of cash and a letter of credit (with at least 10% cash), as security for the Residential Developer and Retail Developer's maintenance of such Improvements (each, a "**Maintenance Guarantee**"). The Maintenance Guarantee shall be held by the Village in escrow until the date that is two years after the approval of the Improvement and where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on either Maintenance Guarantee by reason of the Retail Developer's or Residential Developer's failure to fulfill its maintenance obligations under this Section 9.C, then the Residential Developer or Retail Developer, as the case may be, shall within 10 days thereafter cause their respective Maintenance Guarantee to be increased to its full original amount.

SECTION 10. TIF FINANCING.**A. Reimbursement for Redevelopment Project Costs.**

1. The Parties acknowledge that the Retail Developer and Residential Developer will pay, or have paid, for some or all of the Redevelopment Project Costs related to the Redevelopment Project. To provide for the reimbursement for certain of such Redevelopment Project Costs, the Corporate Authorities will execute and deliver to the Developer three notes that contain the terms and provisions set forth in Section 10.B of this Agreement and such other terms as may be mutually agreed to by the Parties and will be substantially in the form attached to this Agreement as ***Exhibits G-1 through G-3*** (collectively, the “***TIF Notes***”); provided, however, that:

a. Reimbursement of such costs pursuant to the TIF Notes and this Section 10 will not commence until after the date of the closing of the execution and delivery of the TIF Notes contemplated by this Section 10 (“***TIF Note Closing***”); and

b. The maximum amount of the reimbursement shall be the amount that is the sum of all principal and interest payments of the TIF Notes.

2. The TIF Note Closing for the TIF Notes will occur at a date and location mutually agreed to by the Parties, as soon as reasonably practicable after all of the conditions set forth in Section 10.C of this Agreement have been satisfied.

3. **Eligible Costs.** The Village shall only reimburse the Retail Developer and the Residential Developer for the Redevelopment Project Costs listed on ***Exhibit H*** (“***Eligible Costs***”). The Parties acknowledge that the individual line items and cost ranges of Eligible Costs listed on Exhibit H are estimates only, and that (i) the final Eligible Costs to be reimbursed shall be established by, and shall only be reimbursable subject to, the submission of Certificates of Expenditure as set forth in Section 10.G.5 of this Agreement and (ii) the amount of Eligible Costs that are reimbursed for any particular category of Eligible Cost listed on Exhibit H may be equal to, more, or less than the cost range identified on Exhibit H so long as the total amount reimbursed pursuant to all three TIF Notes (including eligible financing costs of capitalized interest, necessary debt service reserve funds, and closing costs of the sale of the Tax-Exempt TIF Notes, but excluding annual interest on the TIF Notes) does not exceed the combined maximum par value of the TIF Notes, as set forth in Section 10.B.1.d of this Agreement.

B. TIF Notes. Subject to the provisions and conditions in this Section 10, the Village will issue three non-recourse TIF Notes, two tax-exempt, and the other taxable, as follows:

1. **Par Value of Notes.**

a. **Tax-Exempt Residential TIF Note.** Village will issue a tax-exempt TIF Note (“***Tax-Exempt Residential TIF Note***”) to the Residential Developer in an aggregate initial principal amount equal to the amount of the Eligible Costs that have been incurred by the Residential Developer as of the date on which the TIF Note was issued (the “***TIF Note Issuance Date***”) up to a maximum principal amount of \$8,000,000. If, on its TIF Note Issuance Date, the principal balance of the Tax-Exempt Residential TIF Note is less

than \$8,000,000, and there remain unapproved Eligible Costs incurred by the Residential Developer, then the principal balance of the Tax-Exempt Residential TIF Note will be increased when the Village approves additional Eligible Costs, up to a maximum par value of \$8,000,000.

- b. Tax-Exempt Retail TIF Note. Village will issue a tax-exempt TIF Note ("***Tax-Exempt Retail TIF Note***") to the Retail Developer in an aggregate initial principal amount equal to the amount of the Eligible Costs that have been incurred by the Retail Developer as of the issuance date up to a maximum par value of \$17,200,000 minus the final principal of the Tax-Exempt Residential TIF Note (the "***Tax-Exempt Retail TIF Note Maximum Principal***"). If, on its TIF Note Issuance Date, the principal balance of the Tax-Exempt Retail TIF Note is less than the Tax-Exempt Retail TIF Note Maximum Principal, and there remain unapproved Eligible Costs incurred by the Retail Developer, then the principal balance of the Tax-Exempt Retail TIF Note will be increased when the Village approves additional Eligible Costs, up to the Tax-Exempt Retail TIF Note Maximum Principal.
- c. Taxable Retail TIF Note. The Village will issue a taxable TIF Note ("***Taxable Retail TIF Note***") to Retail Developer in an aggregate initial principal amount equal to the amount of the Eligible Costs that have been incurred by the Retail Developer as of its TIF Note Issuance Date (and that have not been accounted for in the calculation of the principal of the Tax-Exempt Retail TIF Note) up to a maximum par value of the greater of (i) \$4,300,000 and (ii) \$21,500,000 minus the sum of the par value of the Tax-Exempt Residential TIF Note plus the par value of the Tax-Exempt Retail TIF Note.
- d. Maximum Par Values of TIF Notes. The total par values of all three TIF Notes combined will not exceed \$21,500,000.

2. Terms of Notes. Each TIF Note will:

- a. Evidence the Village's obligation to reimburse the Retail Developer or Residential Developer, as the case may be, for Eligible Costs, subject to and in accordance with this Agreement;
- b. Bear interest at a fixed rate equal to the 20-year uninsured BBA GO bond index as published by Reuters Municipal Market Data (MMD) for the day prior to the TIF Note Issuance Date plus 250 basis points, which rate shall not exceed 7.0% and will compound annually;
- c. Have a maximum term not to exceed 20 years after issuance thereof, or the expiration of the TIF District on December 31, 2043, whichever occurs first;

- d. Be secured solely by the Pledged TIF Funds, as provided, and subject to the limitations set forth, in this Agreement;
- e. Provide for the annual payment, on February 1 of each year, of principal and interest on the TIF Note from the Pledged TIF Funds in the TIF Fund at the time of such payment, in accordance with the TIF Note terms, until the earlier to occur of (i) the payment of the TIF Note in full, or (ii) the termination of the Village's obligation to reimburse the Developer for Eligible Costs as set forth in this Agreement;
- f. Provide that the Village will have no obligation whatsoever to make any payments in excess of the Eligible Costs that have been: (i) incurred by the Developer; and (ii) certified by the Village pursuant to Section 10.G of this Agreement; and
- g. Provide that each payment will be applied first to accrued but unpaid interest, second to current interest, and third to principal.
- h. Provide, for the Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note, for the capitalization of interest, necessary debt service reserve fund, and any other features reasonably necessary or desirable to make such TIF Notes marketable.
- i. Provide that the Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note (a) will be senior to the Taxable Retail TIF Note and (b) pari passu with respect to each other and their lien on Pledged TIF Funds.
- j. Provide, for the Taxable Retail TIF Note, that it is a "cash flow" TIF Note that is paid down annually by any Pledged TIF Funds remaining in the TIF Fund that have not been used to pay the Tax-Exempt Retail TIF Note or the Tax-Exempt Residential Note.

3. Amortization Schedules. The Retail Developer and Residential Developer shall prepare, and the Village shall issue upon their respective TIF Note Issuance Dates, amortization schedules for the Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note, in final forms mutually agreed by the Parties.

4. Prepayment of TIF Notes.

- a. The Village may prepay the Tax-Exempt Retail TIF Note or the Tax-Exempt Residential TIF Note at its par value, with no discounts only (i) after the fifth anniversary of its TIF Note Issuance Date or (ii) upon the prior written consent of the holder of such TIF Note.
- b. The Village may, in its sole discretion, prepay the Taxable Retail TIF Note at its par value, with no discounts, at any time at which there are Pledged TIF Funds available in excess of the Village's

payment obligations pursuant to such TIF Notes and this Agreement.

5. Pay-As-You-Go Obligation.

- a. Retail Project. If the principal amount of the Tax-Exempt Retail TIF Note or the Taxable Retail TIF Note is not paid within its respective 20-year term, and there are Eligible Costs that (i) have been incurred by the Retail Developer, (ii) have been certified by a Certificate of Expenditure, (iii) have not been included in the principal of any TIF Note as provided in Section 10.G.5, and (iv) have not otherwise been reimbursed by the Village (the "Unreimbursed Retail Eligible Costs"), then the Village shall reimburse the Retail Developer for such Unreimbursed Retail Eligible Costs, without interest, from Pledged TIF Funds generated from the final years of the TIF District, to the extent such Pledged TIF Funds are available, up to the lesser of (i) the total of such Unreimbursed Retail Eligible Costs or (ii) the combined remaining unpaid principal balances of the Tax-Exempt Retail TIF Note and the Taxable Retail TIF Note.
- b. Residential Project. If the principal amount of the Tax-Exempt Residential TIF Note is not paid within its 20-year term, and there are Eligible Costs that (i) have been incurred by the Residential Developer, (ii) have been certified by a Certificate of Expenditure, (iii) have not been included in the principal of any TIF Note as provided in Section 10.G.5, and (iv) have not otherwise been reimbursed by the Village (the "Unreimbursed Residential Eligible Costs"), then the Village shall reimburse the Residential Developer for such Unreimbursed Residential Eligible Costs, without interest, from Pledged TIF Funds generated from the final years of the TIF District, to the extent such Pledged TIF Funds are available, up to the lesser of (i) the total of such Unreimbursed Residential Eligible Costs or (ii) the remaining unpaid principal balance of the Tax-Exempt Residential TIF Note Retail TIF Note.
- c. Proportional Reimbursement. If both the Retail Developer and the Residential Developer are entitled to reimbursement under this Section 10.B.5(i), the available Pledged TIF Funds shall be paid pari passu to the Retail Developer and the Residential Developer in proportion to the balances of the outstanding principals of the TIF Notes.

C. Pre-conditions to TIF Note Closing. The TIF Note Closing will occur only upon the satisfaction of each and all of the following conditions:

1. Completion by the Residential Developer or Retail Developer and approval and (for a Public Improvement) acceptance by the Village of all Improvements.
2. The Future Approvals described in Section 3.B of this Agreement shall have been granted or issued by the Village, as the case may be.

3. The occurrence of Substantial Completion – Residential Building.
4. The occurrence of Substantial Completion – Retail Project.
5. The presentation to the Village Manager of evidence of both (a) an executed lease for at least one free standing restaurant located on the Redevelopment Property and (b) an executed lease (or leases) for the occupancy of not less than 75% of Box A by a Grocer or by one or more Box A Tenants that satisfy the requirements set forth in Section 4.F of this Agreement.
6. The occurrence of Substantial Completion – Mall Renovation Project.
7. The occurrence of Substantial Completion – Adjacent Retail Project.
8. At the time of the TIF Note Closing, the Retail Developer and the Residential Developer are in material compliance with their obligations under this Agreement.

Upon the satisfaction of such conditions, the Village Manager shall issue a **“Certificate of Completion – TIF Notes”** to the Retail Developer and the Residential Developer confirming that such conditions have been satisfied.

D. Issuance and Assignment of TIF Notes.

1. Tax-Exempt TIF Notes.

a. Issuance. The Village will issue the Tax-Exempt Retail TIF Note directly to the Retail Developer at the TIF Note Closing. The Village will issue the Tax-Exempt Residential TIF Note directly to the Residential Developer at the TIF Note Closing.

b. Assignment and Permitted Transfer. The Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note may be (i) assigned to or pledged as collateral to any lender providing project financing, or (ii) sold or assigned to a Qualified Institutional Buyer. In addition, (i) the Retail Developer may transfer or assign the Tax-Exempt Retail TIF Note at any time to an Affiliate and (ii) the Residential Developer may transfer or assign the Tax-Exempt Residential TIF Note at any time to an Affiliate. An assignment, pledge, sale, or transfer under this Section 10.D.1.b is not subject to Section 14.

2. Taxable Retail TIF Note.

a. Issuance. The Village will issue the Taxable Retail TIF Note directly to the Retail Developer at the TIF Note Closing.

b. Assignment and Permitted Transfer. The Retail Developer may (i) assign the Taxable Retail TIF Note to, or pledge the Taxable Retail TIF Note as collateral to, any lender providing project financing or (ii) transfer or assign the Taxable Note at any time to an Affiliate. An assignment, pledge, sale, or transfer under this Section 10.D.2.b is not subject to Section 14.

E. Pledged TIF Funds.

1. Defined. The Village pledges, for repayment of the costs of the Redevelopment Project on the Redevelopment Property in accordance with this Section 10, the amount equal to 100% of the ad valorem taxes from the Retail Parcel and 60% of the Incremental Property Taxes generated by the Redevelopment Property ("**Pledged TIF Funds**"). The Taxable Retail TIF Note will provide that the payments of principal and interest under such TIF Note will "sweep" all available Pledged TIF Funds that have been received by the Village and accrued as of the date of such first payment, and that are not pledged to pay the senior Tax-Exempt Retail TIF Note or senior Tax-Exempt Retail TIF Note.

2. Seniority of Claims on the Pledged TIF Funds. The Pledged TIF Funds will be irrevocably pledged to the repayment of the amounts due under the TIF Notes, as provided in this Agreement and as follows:

- a. The Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note will each have a pari passu first lien on the Pledged TIF Funds after the Village's Administrative Allocation has been paid; and
- b. The Taxable Retail TIF Note will have a second lien on the Pledged TIF Funds after the Village's Administrative Allocation has been paid.

3. Deposit of Pledge TIF Funds in TIF Fund. The Village shall deposit the Pledged TIF Funds into the TIF Fund. Payments from the TIF Fund shall be made as follows: (a) first, to reimburse the Village for up to \$10,000.00 annually for costs it incurs administering the TIF District in compliance with the TIF Act, including, without limitation, costs of audits, legal review, and staff time for preparation of annual reports ("**Administrative Allocation**"); (b) second, to the payments due under the Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note; (c) third, to the payments due under the Taxable Retail TIF Note, and (d) fourth, after the Taxable Retail TIF Note has been paid in full, held by the Village for future payments of future debt service on the Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Notes.

4. If there are funds contained in the TIF Fund in excess of the Pledged TIF Funds, or in excess of the amounts required to be paid pursuant to the amortization schedules for the Tax-Exempt Retail TIF Note and Tax-Exempt Residential TIF Note, and if the Taxable Retail TIF Note has been paid in full, the Village may (i) use such funds for prepayment of one or more of the TIF Notes, except as provided in Section 10.B.4 of this Agreement and (ii) if all TIF Notes have been paid in full, use such funds for any lawful purpose permitted under the TIF Act, including, but not limited to calculation and distribution of "surplus" in accordance with Sections 11-74.4-7 and 11-74.4-8a of the TIF Act. Because the TIF Fund is a special fund, the amounts in the fund will be disbursed in accordance with this Agreement, the TIF Approval Ordinances, and the TIF Notes without further action by the Corporate Authorities.

5. The Retail Developer and Residential Developer hereby acknowledge that the Pledged TIF Funds may be insufficient to cover the payment of all principal and interest on the TIF Notes. If the Pledged TIF Funds are insufficient to pay all the principal and

interest due under the TIF Notes, the Retail Developer and Residential Developer hereby unconditionally acknowledge and agree that, notwithstanding any other provision of this Agreement to the contrary:

- a. The Village's obligation to make any payments of principal and interest due under the TIF Notes, or otherwise to reimburse the Retail Developer or Residential Developer for Redevelopment Project Costs, is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of Incremental Property Taxes received by the Village;
- b. The Retail Developer and Residential Developer will have no recourse against the Village provided that the Pledged TIF Funds required to be deposited in the TIF Fund from time to time pursuant to the TIF Act and this Agreement have been deposited into the TIF Fund and the amount equal to the Pledged TIF Funds in each year has been used solely to pay the Administrative Allocation and the amounts due under the TIF Notes;
- c. The Retail Developer and Residential Developer will have no right to, and agree that they will not, compel any exercise of the taxing power of the Village to pay any principal or interest, or to reimburse any Redevelopment Project Cost, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village (unless the Village refuses to make the payment to the Retail Developer or Residential Developer or to any holder of a TIF Note in violation of this Agreement); and
- d. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

F. School District Capital Costs. The Retail Developer and the Residential Developer acknowledge and agree that the Village may make certain payments of Incremental Property Taxes generated by the Residential Parcel to the School Districts under the TIF Act to cover certain School District capital expenditures resulting from the Residential Building and necessarily incurred or to be incurred by the School Districts in furtherance of educating and serving school-aged children and families that will reside in the Residential Building ("**School District Capital Costs**"). Payments of School District Capital Costs shall not be made with Pledged TIF Funds and shall be paid directly by the Village to the School Districts from other Incremental Property Taxes in the TIF Fund. The Developer Parties acknowledge and agree that they have no claim, under this Agreement or under the TIF Notes, to Incremental Property Taxes

generated by the Residential Parcel that are not included in the Pledged TIF Funds and allocated by the Village to the School District Capital Costs.

G. Payment to Developer.

1. Submission of Certification Requests. For reimbursement of Eligible Costs in accordance with the TIF Notes, the Retail Developer and Residential Developer shall submit to the Village, in accordance with the Notice provision set forth in Section 18.A of this Agreement, written requests for certification of such Redevelopment Project Costs in the form attached as ***Exhibit I*** to this Agreement ("***Certification Request***"). The Retail Developer may not submit more than one Certification Request per calendar quarter. The Residential Developer may not submit more than one Certification Request per calendar quarter. Each Certification Request shall be accompanied by: (i) evidence that the Retail Developer or Residential Developer has actually incurred and paid all Eligible Costs for which it seeks reimbursement; (ii) sworn statements and lien waivers from the Retail Developer's or Residential Developer's general contractor for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1, included in the Eligible Costs for which reimbursement is sought; and (iii) a sworn statement by Retail Developer or Residential Developer that it remains in full compliance with this Agreement. If either the Retail Developer or Residential Developer does not fulfill its obligations as set forth in the preceding sentence, the Village will have no obligation to certify or reimburse the Retail Developer or Residential Developer (as the case may be) for such Eligible Costs. The Village will approve the Certificate of Expenditure for Eligible Costs attributable to Eligible Land Acquisition Costs only after the Retail Developer and Residential Developer have submitted Certificates of Expenditure for all Eligible Costs for which they will seek reimbursement, other than Eligible Land Acquisition Costs.

2. Eligibility for Payment. Notwithstanding any other provision of this Agreement, the Retail Developer and Residential Developer will be entitled to be reimbursed for Eligible Costs from Incremental Property Taxes for Redevelopment Project Costs only if:

- a. It actually incurs such Eligible Costs;
- b. Such Eligible Costs are certified pursuant to Section 10.G.3 of this Agreement;
- c. Reimbursement is permitted pursuant to this Agreement, the Redevelopment Plan, and the TIF Act; and
- d. Its acts and omissions do not constitute a Developer Event of Default, at the time the Certification Request is submitted to the Village.

3. Review of Certification Requests. The Village Manager will approve or disapprove each Certification Request, or, if the Village Manager finds an error or deficiency in the Certification Request, the Village Manager will give written notice to the Developer, identifying such error or deficiency in reasonable detail, within 30 days after the date that the Village receives the Certification Request. The process of submission, identification of errors or deficiencies, and resubmission shall continue in good faith until the Parties agree on the content and compliance of the Certification Request. If the Village

Manager does not approve, disapprove, or give written notice as provided above within the 30-day period identified above, the Village Manager will be deemed to have approved the Certification Request.

5. Issuance of Certificates of Expenditure. Upon approval of a Certification Request, the Village Manager shall issue a Certification of Expenditure to the Village's Director of Finance in an amount corresponding to the approved Certification Request authorizing the approved Eligible Costs to be included in the principal for the appropriate TIF Note as follows:

1. Eligible Costs for the Residential Project shall be allocated as principal of the Tax-Exempt Residential TIF Note.
2. Eligible Costs for the Retail Project shall be allocated, first, as principal of the Tax-Exempt Retail TIF Note and, when the principal on the Tax-Exempt Retail TIF Note equals the Tax-Exempt Retail TIF Note Maximum Principal, second, as principal of the Taxable Retail TIF Note.

The Retail Developer and Residential Developer shall each provide the Village written notice when it has submitted its final Certification Request to the Village.

SECTION 11. SALES TAX REBATE.

A. Sales Tax Rebate. The Village will rebate to the Retail Developer Pledged Sales Tax Funds up to a maximum par value of \$5,500,000 (plus interest) pursuant to the Sales Tax Rebate Note in accordance with the terms of this Section 11 ("**Sales Tax Rebate**"). For the purposes of this Section 11, "**Pledged Sales Tax Funds**" shall be an amount equal to 50% of the Municipal Sales Tax Revenue generated by the Mall Property in the previous calendar year less \$4,425,000, which amount is the sum of the following two components:

1. \$4,000,000.00, which amount is calculated based on reported sales for all of Northbrook Court during calendar year 2017 (the "**Initial Sales Tax Base**"); plus
2. \$425,000.00, which amount is calculated to be the estimated incremental cost of Village municipal fire, EMS, and police services related to the operation of the Redevelopment Project (the "**Municipal Service Cost**")

B. Sales Tax Rebate Note. To provide for the remittance of the Sales Tax Rebate to the Retail Developer, the Corporate Authorities shall execute and deliver to the Retail Developer a note which shall contain the terms and provisions set forth in Section 11.C of this Agreement and such other terms as may be mutually agreed to by the Parties, and which shall be substantially in the form attached to this Agreement as **Exhibit J ("Sales Tax Rebate Note")**; provided, however, the Sales Tax Rebate shall not commence until after the Sales Tax Rebate Note Closing, on which date the Sales Tax Rebate Note will be executed and delivered to the Retail Developer by the Village. The Sales Tax Rebate Note Closing will occur at a date and location mutually agreed to by the Parties, as soon as reasonably practicable after all of the conditions set forth in Section 11.F of this Agreement have been satisfied.

C. Terms of the Sales Tax Rebate Note. The terms of the Sales Tax Rebate Note will:

1. evidence the Village's obligation to annually remit to Retail Developer the Pledged Sales Tax Funds, subject to and in accordance with this Agreement;
2. have a maximum par value of \$5,500,000 and accrue and pay interest at a rate equal to 6% compounded annually;
3. have a maximum term of twenty years from its date of issuance, after which time the Village shall have no further obligation to pay the Retail Developer the Sale Tax Rebate, even if any portion of the principal amount of the Sales Tax Rebate Note remains unpaid;
4. provide for payment of principal and interest from the Pledged Sales Tax Funds once per year, no later than 60 days after the later to occur of (i) May 1 of each year, (ii) the Village's receipt of the final disbursement of Municipal Sales Tax Revenue generated by sales that occurred at the Mall Property in the prior year and (iii) the Village's receipt of the report from the Illinois Department of Revenue (IDOR) verifying the amount of Sales Tax Revenue generated by the Mall Property in the prior year ("**Annual Tax Rebate Payment Date**"). On or before the Annual Tax Rebate Payment Date, the Village shall pay the Sales Tax Rebate applicable to the prior year to the Developer, based on such report. If, for any reason, IDOR fails to distribute the Municipal Sales Tax Revenue or such report to the Village in sufficient time for the Village to pay the Sales Tax Rebate on or before May 1 of a year, the Village shall provide notice of that fact to the Retail Developer. Payments of the Sales Tax Rebate that are delayed past the end of the calendar year due to actions of the State will accrue and be payable in the next calendar year through the term of the Sales Tax Rebate Note. If the Village receives one or more partial Municipal Sales Tax Revenue distributions from the State of Illinois, the Village will only be required to remit to the Developer the pro-rata portion of the Sales Tax Rebate attributable to each such partial payment. Regardless of the number or aggregate amount of such distributions, the Village will be obligated to pay the Pledged Sales Tax Funds calculated based on the Municipal Sales Tax Revenue actually received;
5. provide that the Sales Tax Rebate note shall have a first lien on the Pledged Sales Tax Funds;
6. be transferable or assignable only to (i) an Affiliate of the Retail Developer or (ii) any Person that owns that portion of the Mall Property designated as Lot 2 of the Final Northbrook Court Plat of Subdivision; and
7. provide that the payments of principal and interest will "sweep" all available Pledged Sales Tax Funds that have been received by the Village and accrued as of the date of such first payment.

All payments made by the Village will be conducted through an automated clearing house (ACH) direct deposit or by check as directed by the Retail Developer, provided that the Village shall not be required to issue a manual check outside of its normal warrant list approval process. The Retail Developer will provide to the Village and maintain current, or cause to be provided and maintained current, all pertinent account information to ensure successful processing of the Sales Tax Rebate payments.

D. Change in the Law.

1. The Village and the Developer acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to the Developer is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and the Developer further acknowledge that the General Assembly of the State of Illinois has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and the Developer make express provision for the effect of any change upon the operation of this Agreement in Section 11.D.2 of this Agreement.

2. In the event that (i) the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates or reduces the distribution of Municipal Sales Tax Revenue to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and the Developer from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax or (ii) the Village reduces its Home Rule Sales Tax or Home Rule Service Tax ("***Change in Sales Tax Law***"), the Parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 11 of this Agreement and to satisfy the Retail Developer's reasonable expectations as of the Effective Date, which cooperation will include without limitation utilizing any Change in Sales Tax Law that either results in the distribution of Sales Taxes to the Village or provides for a "replacement tax," as a substitute for the Sales Tax Rebates, with the mutual goal of paying Sales Tax Rebates to the Retail Developer over the full 20 years of the Sales Tax Rebate Note, up to the par value of the Sales Tax Rebate Note, plus interest. The Parties agree to amend or release the Sales Tax Rebate Note to account for any Changes in Law.

3. No Guarantee. The Parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as (a) a guarantee that the Village will receive any Municipal Sales Tax Revenue as a result of the operation of the commercial uses on the Mall Property or (b) a requirement or obligation by the Retail Developer to generate Sales Tax Revenue from the Mall Property.

E. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments shall not be a general debt of the Village or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Pledged Sales Tax Funds. The Developer will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village (unless the Village refuses to make the payment to the Developer from available Pledged Sales Tax Funds in violation of this Agreement). No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

F. Pre-conditions to Sales Tax Rebate Note Closing. The Sales Tax Rebate Note Closing will occur only upon the satisfaction of each and all of the following conditions:

1. Completion by the Residential Developer or Retail Developer and approval and (for a Public Improvement) acceptance by the Village of all Improvements required by Section 5 of this Agreement.

2. The Future Approvals described in Section 3.B of this Agreement shall have been granted or issued, as the case may be.
3. The occurrence of Substantial Completion – Retail Project.
4. The presentation to the Village Manager of evidence of both (a) an executed lease for at least one free standing restaurant located on the Redevelopment Property and (b) an executed lease (or leases) for the occupancy of not less than 75% of Box A by a Grocer or by one or more Box A Tenants that satisfy the requirements set forth in Section 4.F of this Agreement.
5. The occurrence of Substantial Completion – Mall Renovation Project.
6. The occurrence of Substantial Completion – Adjacent Retail Project;
7. At the time of the Sales Tax Closing, the Retail Developer is in material compliance with its obligations under this Agreement.

Upon the satisfaction of such conditions, the Village Manager shall issue a **“Certificate of Completion – Sales Tax Rebate Note”** to the Retail Developer confirming that such conditions have been satisfied.

SECTION 12. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Developer Parties acknowledge and agree that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village’s review and approval of any plans for the Redevelopment Property or the Overall Project, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Redevelopment Property or the Overall Project, and that the Village’s review and approval of any such plans and the Overall Project and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer Parties, or any of their respective heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. The Developer Parties acknowledge and agree that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and of the Approval Ordinances, and agree not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity.

1. The Residential Developer shall defend, hold harmless, and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (**“Village Indemnified Parties”**), from any and all claims that may be asserted at any time by any Person that is not a Party to this Agreement against any of the Village Indemnified Parties contesting the legality of this Agreement, any of the Approval Ordinances, or any of

the Future Approvals, including any claim arising out of (i) the Village's review and approval of any plans for the Residential Project; (ii) the issuance of any approval, permit, certificate or acceptance for the Residential Project; or (iii) the development, construction, maintenance or use of any portion of the Residential Project. In addition, the Residential Developer shall, or shall cause its contractors or its contractors' subcontractors to, defend, hold harmless, and indemnify the Village Indemnified Parties from any and all claims for personal injury, property damage, or death that may be asserted at any time by any Person that is not a Party to this Agreement against any of the Village Indemnified Parties alleged to arise out of the negligence of the Residential Developer, its contractors, or its contractors' subcontractors in the construction of any part of the Residential Project (except to the extent such claim is alleged to have arisen out of the Village's own negligence or willful misconduct).

2. The Retail Developer shall defend, hold harmless, and indemnify the Village Indemnified Parties, from any and all claims that may be asserted at any time by any Person that is not a Party to this Agreement against any of the Village Indemnified Parties contesting the legality of this Agreement, any of the Approval Ordinances, or any of the Future Approvals, including any claim arising out of (i) the Village's review and approval of any plans for the Retail Project; (ii) the issuance of any approval, permit, certificate or acceptance for the Retail Project; or (iii) the development, construction, maintenance or use of any portion of the Retail Project. In addition, the Retail Developer shall, or shall cause its contractors or its contractors' subcontractors to, defend, hold harmless, and indemnify the Village Indemnified Parties from any and all claims for personal injury, property damage, or death that may be asserted at any time by any Person that is not a Party to this Agreement against any of the Village Indemnified Parties alleged to arise out of the negligence of the Retail Developer, its contractors, or its contractors' subcontractors in the construction of any part of the Retail Project (except to the extent such claim is alleged to have arisen out of the Village's own negligence or willful misconduct).

D. Defense Expense. The Residential Developer and Retail Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any claim identified in Section 12.C of this Agreement, if the Residential Developer or Retail Developer is obligated to defend the Village against such claim and has failed to do so.

SECTION 13. REAL ESTATE TAXES.

So long as no tax-exempt obligations for financing or refinancing of the Incentive Payments (such as the Tax-Exempt Retail TIF Note and the Tax-Exempt Residential TIF Note) are outstanding, the Residential Developer and the Retail Developer each agrees, for itself and its tenants, that it shall not seek, without the Village's prior written approval, to file any appeal of any determination of the tax assessment applicable to any portion of the Redevelopment Property if such appeal would reduce the equalized assessed valuation of the Redevelopment Property below \$9,549,601. A copy of any filed appeal of the assessment must be delivered promptly to the Village Manager.

SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**A. Binding Effect.**

1. The obligations assumed by, and the rights that accrue to, the Residential Developer under this Agreement run with the land and are binding upon and benefit the Residential Developer, each of its successors and assigns (excluding any lessees or tenants of the Residential Parcel), the Residential Parcel, and each future successor legal or beneficial owner of all or any portion of the Residential Parcel.
2. The obligations assumed by, and the rights that accrue to, the Retail Developer under this Agreement run with the land and are binding upon and benefit the Retail Developer, each of its successors and assigns (excluding any lessees or tenants of the Retail Parcel), the Retail Parcel and each future successor legal or beneficial owner of all or any portion of the Retail Parcel.

B. Successors and Transferees. To assure that all grantees, successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, at all times prior to the Village's issuance of the Certificate of Completion – Sales Tax Rebate Note and Certificate of Completion – TIF Notes, each of the Developer Parties shall:

1. No later than 30 days after the Effective Date, deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;
2. Notify the Village in writing at least 30 days prior to transferring a legal or beneficial interest in any portion of the Redevelopment Property to any Person not a Party to this Agreement (excluding any lessees or tenants of the Redevelopment Property). In the case of a transfer of a legal or beneficial interest to an Affiliate of a Party, the Party shall provide notice to the Village no later than 30 days after the transfer;
3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the transfer of all or any portion of the Redevelopment Property to any Person not a Party to this Agreement; and
4. Except as provided in Section 14.D of this Agreement, require, prior to the transfer of all or any portion of the Redevelopment Property, or any legal or equitable interest therein, to any Person not a Party to this Agreement (excluding any lessees or tenants of the Redevelopment Property), the transferee of the Redevelopment Property or of said portion of or interest in the Redevelopment Property to execute an enforceable written agreement, in substantially the form attached to this Agreement as ***Exhibit K***, in which such Person agrees to be bound by the provisions of this Agreement ("***Transferee Assumption Agreement***") and (i) if Substantial Completion - Retail Project has not occurred, to provide the Village, upon request, with reasonable evidence that the transferee either (a) has the financial ability to complete the Retail Project or (b) has senior personnel or representatives that have, in the aggregate, developed at least three assets similar in size, type, and scope as the Retail Project, within the 15-year period prior to the transfer or (ii) if Substantial Completion - Residential Project has not occurred, to provide the Village, upon request, with reasonable evidence that the transferee

either (a) has the financial ability to complete the Residential Project or (b) has senior personnel or representatives that have, in the aggregate, developed at least three assets similar in size, type, and scope as the Residential Project, within the 15-year period prior to the transfer. The Village agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of the Developer Party, will be released to the extent of the transferee's assumption of the liability. The failure of the Developer Party to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial ability to meet the any remaining obligations of the Developer Party under this Agreement, before completing any transfer, will result in the Developer Party remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to the Developer Party.

C. Transfer Defined. For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a transfer in trust, or other disposition of the Redevelopment Property, or any beneficial interest in the Redevelopment Property, in whole or in part, by voluntary sale, sale and leaseback, consolidation, or otherwise. "Transfer" does not include any of the following, which shall not be deemed to be unpermitted transactions: involuntary sale, foreclosure, transfer to a receiver or a trustee in bankruptcy, mortgage or collateral assignment in connection with financing, lease, license, or occupancy agreement, easement, transfer by operation of law, or the conveyance of the Residential Parcel to the Residential Developer or of any legal or beneficial interest in the Residential Developer.

D. Mortgagees of Redevelopment Property. This Agreement is and will be binding on all mortgagees of the Redevelopment Property or other secured parties automatically upon such mortgagee assuming title to the Redevelopment Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 15. TERM.

The provisions of this Agreement run with and bind the Mall Property and inure to the benefit of, are enforceable by, and obligate the Parties and any of their respective legal representatives, heirs, grantees, successors, and assigns, from the Effective Date until the expiration of the TIF District on December 31, 2043, or the date upon which all Parties have satisfied all their obligations under this Agreement, whichever is earlier (the "**Term**"). The expiration of the Term will not bar any claim for an Event of Default of this Agreement that accrued prior to such expiration. In addition, the indemnity and defense obligations set forth in Section 12 of this Agreement will survive the termination of this Agreement with respect to any claim, for which an indemnification and defense obligation exists, that accrues during the Term. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of Jay Robert Pritzker, the current Governor of the State of Illinois, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

SECTION 16. REPRESENTATIONS, COVENANTS, AND WARRANTIES.

A. The Developer Parties.

The Developer Parties, and the Persons executing this Agreement on behalf of the Developer Parties, each represent, warrant, and covenant, as of the date of this Agreement, that:

1. The Developer Party is duly organized, validly existing, and authorized to conduct business in the State of Illinois;
2. The Developer Party has the authority to enter into, execute, deliver and perform this Agreement;
3. The execution, delivery and performance by the Developer Party of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Developer Party is now a party or by which the Developer Party is now or may become bound;
4. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting the Developer Party which would impair its ability to perform under this Agreement;
5. The Developer Party will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;
6. The Developer Party has sufficient financial and economic resources to implement and complete its obligations under this Agreement;
7. The Developer Party has no knowledge of any financial liabilities, contingent or otherwise, of the Developer Party which might have a material adverse effect upon its ability to perform its obligations under this Agreement; and
8. The information provided to the Village by the Developer Party in support of its request for receipt of Incentive Payments regarding the following is true and correct in all material respects, and the Developer Party acknowledges that the Village has entered into this Agreement in reliance on this information and the representation and warranty by the Developer Party that this information is true and correct in all material respects:
 - a. the capabilities of the Developer Parties to finance, construct, and complete the Redevelopment Project;
 - b. the identities of, and all legal relationships between and among, the Developer Parties;
 - c. the current financial condition of the portions of the Mall Property owned by the Retail Developer and the Mall Building Owner including leasing information and vacancy rates; and

- d. the necessity of the financial incentives provided for herein to close a gap between privately available financing and the total cost of the Redevelopment Project.

B. Additional Developer Warranties and Covenants.

1. Open Book Development. The Redevelopment Project shall be an “open book” project, meaning that the Retail Developer and Residential Developer and their general contractors will assure continuing access to the Village’s agents for the purpose of reviewing and auditing their respective books and records to the extent necessary to determine the costs of the Redevelopment Project. The Retail Developer and Residential Developer shall make available to the Village for inspection by the Village Manager, within seven days after receipt of notice from the Village, copies of any partnership, limited liability operating agreements or joint venture agreements pertaining to the Redevelopment Project to which it is a party. The Village shall treat any such agreement as confidential business information under the Illinois Freedom of Information Act. The foregoing Village review rights shall terminate one year after the date on which a certificate of occupancy is issued for (i) the Retail Project (as to the Retail Developer) and (ii) the Residential Building (as to the Residential Developer), unless (at the time of certificate of occupancy issuance) such parties have failed to make available any such books and/or records requested in writing by the Village, in which case the Village’s review rights shall continue until such books and/or records are provided.

2. Reputable Contractors. The Developer Parties shall exercise prudence and good faith in attempting to contract with Persons who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Overall Project at costs not in excess of market rates. The obligations set forth in this Section 16.B.2 shall terminate with respect to the Developer Parties upon the issuance of the certificate of occupancy for the last Building on in the Redevelopment Project and the Adjacent Retail Project and the Mall Renovation Project.

C. Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (1) have been duly authorized by all necessary corporate action on the part of the Village, (2) require no other consents, approvals or authorizations on the part of the Village in connection with the Village’s execution and delivery of this Agreement, and (3) will not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

3. To the best of the Village’s knowledge, there are no proceedings pending against or affecting the Village in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

4. To the best of the Village's knowledge, which knowledge is based exclusively on the reports received by the Village from the Illinois Department of Revenue, the sales originating at the Mall Property during calendar year 2017 equaled approximately \$200,000,000.

SECTION 17. DEFAULT.

A. Events of Default by Developer. The following events are "***Developer Events of Default***" (and, individually, a "***Developer Event of Default***") under this Agreement, but only with respect to the Developer Party to which the event applies:

1. If (i) any representation made by any Developer Party in this Agreement, or in any certificate, notice, demand or request made by a Developer Party in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made, (ii) such untruth or incorrect statement is capable of being corrected or withdrawn, and (iii) such untruth or incorrect statement is not corrected or withdrawn within 15 days after the Developer party receives written notice from the Village of such untruth or incorrect statement.

2. Subject to an Uncontrollable Circumstance, failure by any Developer Party for a period of 30 days after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such failure will not constitute a Developer Event of Default if such failure cannot reasonably be cured within said 30 days and the Developer Party, within said 30 days, initiates and diligently pursues appropriate measures to remedy the failure and in any event cures such failure within 90 days after such notice.

3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Residential Developer or Retail Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Residential Developer or Retail Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

4. The commencement by the Residential Developer or Retail Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Residential Developer or Retail Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Residential Developer or Retail Developer or of any substantial part of the Residential Parcel (by the Residential Developer) or Retail Parcel (by the Retail Developer), or the making by any such entity of any assignment for the benefit of creditors or the failure of the Residential Developer or Retail Developer generally to pay such entity's debts as such debts become due or the taking of action by the Residential Developer or Retail Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others that is not dismissed within 60 days after filing.

5. At any time prior to the Village's issuance of the Certificate of Completion – Sales Tax Rebate Note and Certificate of Completion – TIF Notes, sale, assignment, or transfer of the Residential Parcel by the Residential Developer or of the Retail Parcel by the Retail

Developer without timely delivering to the Village a Transferee Assumption Agreement required by Section 14.B.4, but only if, within 90 days after receiving written notice of such failure from the Village, the assignee or transferee fails to execute a Transferee Assumption Agreement stating (i) that the transferee agrees to be bound by the provisions of this Agreement and (ii) if, at the time such notice is received (a) there has not occurred Substantial Completion - Residential Project, and the transferee is the transferee of the Residential Developer, reasonable evidence that the transferee either (1) has the financial ability to complete the Residential Project or (2) has senior personnel or representatives that have, in the aggregate, developed at least three assets similar in size, type, and scope as the Residential Project, within the 15-year period prior to the transfer or (b) there has not occurred Substantial Completion – Retail Project, and the transferee is the transferee of the Retail Developer, reasonable evidence that the transferee either (1) has the financial ability to complete the Retail Project or (2) has senior personnel or representatives that have, in the aggregate, developed at least three assets similar in size, type, and scope as the Retail Project, within the 15-year period prior to the transfer.

6. At any time prior to the Village's issuance of the Certificate of Completion – Sales Tax Rebate Note and Certificate of Completion – TIF Notes, change in the organizational status of the Residential Developer or Retail Developer except in accordance with the Transferee Assumption Agreement provisions in Section 14 of this Agreement, but only if the Residential Developer or Retail Developer, or any entity involved in such organization status change, do not provide information to establish compliance with Section 14, within 90 days after receiving written notice of such event from the Village.

7. The Residential Developer abandons the development of the Residential Parcel or the Retail Developer abandons the development of the Retail Parcel. Abandonment will be deemed to have occurred when work stops on the development of the Residential Parcel or Retail Parcel (as the case may be) Property for more than 90 days (plus one day for each day upon which work is limited because of Uncontrollable Circumstances), unless otherwise permitted by this Agreement, but only if the Residential Developer or Retail Developer (as the case may be) does not re-commence work within 90 days after receiving written notice of such event from the Village. The failure of the Residential Developer or Retail Developer to secure any other approvals required for the development or construction of the Residential Parcel or Retail Parcel, respectively, (other than a failure resulting from an Uncontrollable Circumstance) will not be a valid defense to abandonment.

8. A Developer Party fails, for 90 days after written notice, to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements contemplated by this Agreement.

B. Events of Default by the Village. The following are “***Village Events of Default***” under this Agreement:

1. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to a Developer Party, pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to an Uncontrollable Circumstance, failure by the Village for a period of 60 days after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such failure will not constitute a Village Event of Default if such failure cannot be reasonably cured within said 60 days

and the Village, within said 60 days, initiates and diligently pursues appropriate measures to remedy the failure and in any event cures such failure within 120 days after such notice.

C. Remedies for Default. In the case of a Party's Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, if an act or omission of the Residential Developer or the Retail Developer is an uncured Developer Event of Default (as defined in Section 17.A), the Village is entitled to withhold the issuance of building permits or certificates of occupancy for any and all Buildings and Structures for any portion of the Residential Parcel or Retail Parcel (as the case may be); except that the Village shall not withhold the issuance of any building permit or certificate of occupancy if there exists a good faith dispute between the Residential Developer or Retail Developer and the Village as to whether the acts or omissions of the Residential Developer or Retail Developer constitute a Developer Event of Default as provided in Section 17.A.

3. In case the Village has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, the Developer Parties and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer Parties and the Village will continue as though no such proceedings had been taken.

Nothing in this Agreement shall prohibit or limit the Village from exercising any remedy available to it under the Village Code, the Zoning Code, or the Subdivision Code, except that, if such a remedy conflicts with a Developer Party's rights under this Agreement, the Village may not exercise such remedy and this Agreement will control.

4. Notwithstanding any other provision of this Agreement, if there is a violation of Section 4.F.4 of this Agreement arising solely from the violation of the Lease Covenant (as defined in Section 4.F.4 of this Agreement) by an Initial Tenant with an Existing Location, and is not the result of any action or omission of the Retail Developer, then the Village's sole remedy for such Developer Event of Default will be to exclude the Sales Tax Revenue generated by the Initial Tenant of Box A that violated the Lease Covenant from the Municipal Sales Tax Revenue used to compute the Pledged Sales Taxes under Section 11.A of this Agreement.

D. Limitations. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 17, the Developer Parties agree that they will not seek, and that they do not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement; however, in no event shall the foregoing limitation prohibit any Developer Party from pursuing (i) all rights and remedies to which it is entitled under Section 17.C.1 above if the Village fails to pay an Incentive Payment or other monetary amount due to such Developer Party (although any monetary damages for such

failure will be limited to the amount of the Incentive Payments or monetary amounts due and unpaid) and (ii) its reimbursement rights, if any, under Section 17.E. The Parties hereby waive any right to pursue consequential or punitive damages.

E. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 18. GENERAL PROVISIONS.

A. Notice. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (1) personal delivery; (2) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon sent certified return receipt confirmation; or (3) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 17.A with signature required for delivery confirmation. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit and receipt is confirmed. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attention: Village Manager

With a copy to:

Steven M. Elrod
Holland & Knight LLP
150 N Riverside Plaza
Suite 2700
Chicago, IL 60606

Notices and communications to the Retail Developer shall be addressed to, and delivered at, the following addresses:

Northbrook Anchor Acquisition, LLC
c/o Brookfield Properties
350 N. Orleans St., Suite 300
Chicago, IL 60654
Attn: Adam Tritt

With a copy to:

Northbrook Anchor Acquisition, LLC
c/o Brookfield Properties

350 N. Orleans St., Suite 300
Chicago, IL 60654
Attn: General Counsel

Notices and communications to the Residential Developer shall be addressed to, and delivered at, the following addresses:

NBC RESI JV 1 LLC
c/o Brookfield Properties
350 N. Orleans St., Suite 300
Chicago, IL 60654
Attn: Adam Tritt

With a copy to:

NBC RESI JV 1 LLC
c/o Brookfield Properties
350 N. Orleans St., Suite 300
Chicago, IL 60654
Attn: General Counsel

Notices and communications to the Mall Building Owner shall be addressed to, and delivered at, the following addresses:

Westcoast Estates
c/o Brookfield Properties
350 N. Orleans St., Suite 300
Chicago, IL 60654
Attn: Adam Tritt

With a copy to:

Westcoast Estates
c/o Brookfield Properties
350 N. Orleans St., Suite 300
Chicago, IL 60654
Attn: General Counsel

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. Exhibits/Conflicts. *Exhibits A* through *K* attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

E. Amendments and Modifications.

1. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

2. Amendments or modifications to Development Special Permit Ordinance, Final Development Plan, or the Final Northbrook Court Plat of Subdivision may be considered and acted on by the Corporate Authorities without the same being deemed an amendment or modification to this Agreement, provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied.

F. Governing Law. This Agreement is governed by, and will be enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law includes any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. Non-Waiver. No Party is under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to such Party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect such Party's right to enforce that right or any other right.

I. Severability. It is hereby expressed to be the intent of the Parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. Assignments. Except as provided in Section 14 of this Agreement, the Residential Developer and Retail Developer may not assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written approval of the Village, which approval may be withheld in the sole and unfettered discretion of the Village.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person may be made, or will be valid, against any Party hereto.

L. Interpretation. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

M. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Recording. The Village will record this Agreement against the Mall Property, at the sole cost and expense of the Developer Parties, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

O. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[END OF TEXT - SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

VILLAGE OF NORTHBROOK, an Illinois
home rule municipal corporation

By: _____
Its: Village President

ATTEST:

By: _____
Its: Village Clerk

RETAIL DEVELOPER:

NORTHBROOK ANCHOR ACQUISITION, LLC,
a Delaware limited liability company

By: _____
, Authorized Signatory

STATE OF ILLINOIS)
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, as an Authorized Signatory of NORTHBROOK ANCHOR ACQUISITION, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the limited liability company as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

My commission expires:

(SEAL)

RESIDENTIAL DEVELOPER:

NBC RESI JV 1 LLC,
a Delaware limited liability company

By: _____
_____, Authorized Signatory

STATE OF ILLINOIS)
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, as an Authorized Signatory of NBC RESI JV 1 LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the limited liability company as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

My commission expires:

(SEAL)

MALL BUILDING OWNER:

WESTCOAST ESTATES,
a California general partnership

By: Northbrook Court I L.L.C.,
a Delaware limited liability company,
the majority-in-interest partner

By: Northbrook Court L.L.C.,
a Delaware limited liability company,
its managing member

By: GGP Northbrook LLC,
a Delaware limited liability company,
its managing member

By: _____
_____, Authorized Officer

STATE OF ILLINOIS)
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, as an Authorized Officer of GGP Northbrook LLC, a Delaware limited liability company, managing member of Northbrook Court L.L.C., a Delaware limited liability company, managing member of Northbrook Court I L.L.C., a Delaware limited liability company, the majority-in-interest partner of WESTCOAST ESTATES, a California general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the general partnership as the free and voluntary act of the general partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

My commission expires:

(SEAL)

EXHIBITS

Exhibit A	Form of Letter of Credit
Exhibit B	Depiction of the Mall Building
Exhibit C	Depiction of the Mall Property
Exhibit D	Preliminary Development Plan
Exhibit E	Legal Description of the Redevelopment Property
Exhibit F	Northbrook Court Refresh Document
Exhibit G-1	Form of Tax-Exempt Residential TIF Note
Exhibit G-2	Form of Tax-Exempt Retail TIF Note
Exhibit G-3	Form of Taxable Retail TIF Note
Exhibit H	Eligible Costs
Exhibit I	Form of Certification Request
Exhibit J	Form of Sales Tax Rebate Note
Exhibit K	Transferee Assumption Agreement
Exhibit L	Tentative Plat
Exhibit M	Depiction of Area of Adjacent Mall Project

EXHIBIT A

FORM LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: [IF APPLICABLE] _____ DATE OF ISSUE: _____

[Name of Bank]_____
[Address]

TO: Village of Northbrook
 1225 Cedar Lane
 Northbrook, Illinois 60062
 Attn: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$_____) for account of _____ (the "**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under Letter of Credit No. _____ Dated: _____"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as **Exhibit 1** and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

- (a) A written statement on the form attached hereto as **Exhibit 2** stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or
- (b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed pursuant to the Redevelopment and Economic Incentive Agreement dated [INSERT], 2019 by, between, and among the Village of Northbrook and Northbrook Anchor Acquisition, LLC, NBC Resi JV 1 LLC, and Westcoast Estates (the "**Agreement**") have not been constructed in accordance with the Agreement; or
- (c) A written statement on the form attached hereto as **Exhibit 4** stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement; or
- (d) A written statement on the form attached hereto as **Exhibit 5** stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached hereto as **Exhibit 6** stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. *[This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire] OR [This Letter of Credit shall be deemed to be automatically extended without amendment for one year from the expiration date or any future expiration date, unless we end notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire]*

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated [INSERT], 2019 by, between, and among the Village of Northbrook and Northbrook Anchor Acquisition, LLC, NBC Resi JV 1 LLC, and Westcoast Estates.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT 1 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**FORM OF DRAFT**

[To Be Supplied By Issuing Bank]

EXHIBIT 2 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**To:****Attn:****Re:** Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of \$_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT 3 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**To:****Attn:****Re:** Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Redevelopment and Economic Incentive Agreement dated [INSERT], 2019 by, between, and among the Village and Northbrook Anchor Acquisition, LLC, NBC Resi JV 1, LLC, and Westcoast Estates, have not been constructed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT 4 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**To:****Attn:****Re:** Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Redevelopment and Economic Incentive Agreement dated [INSERT], 2019 by, between, and among the Village and Northbrook Anchor Acquisition, LLC, NBC Resi JV 1, LLC, and Westcoast Estates, have not been paid in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT 5 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**To:****Attn:****Re:** Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Redevelopment and Economic Incentive Agreement dated [INSERT], 2019 by, between, and among the Village and Northbrook Anchor Acquisition, LLC, NBC Resi JV 1, LLC, and Westcoast Estates, have not been performed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT 6 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**To:****Attn:****Re:** Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Redevelopment and Economic Incentive Agreement dated [INSERT], 2019 by, between, and among the Village and Northbrook Anchor Acquisition, LLC, NBC Resi JV 1, LLC, and Westcoast Estates, have not been performed in accordance with said Agreement.

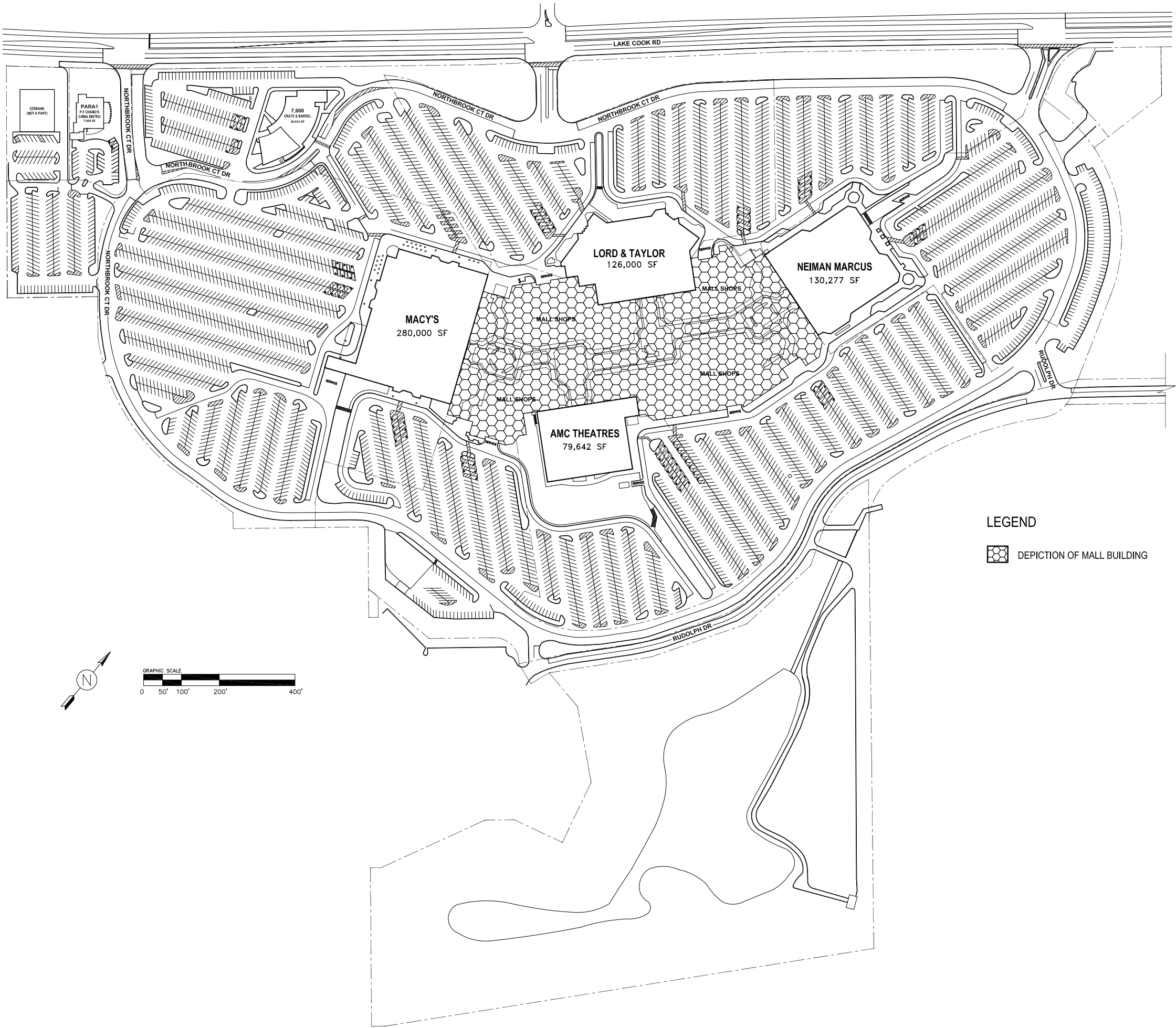
Very truly yours,

Village Manager

EXHIBIT B**DEPICTION OF MALL BUILDING**

Northbrook Court Mall Building prepared by Brookfield Properties consisting of one sheet, with a latest revision date of June 2019.

NORTHBROOK COURT
2171 NORTHBROOK COURT
NORTHBROOK, ILLINOIS 60062



TENANT NAMES SHOWN ON THIS PLAN REPRESENT LEASES WHICH ARE EXECUTED, OUT FOR SIGNATURE, OR IN NEGOTIATION. SPECIFIC NAMES, LOCATIONS, DIMENSION OF ANY STORE, ENTRANCE, OR IMPROVEMENT ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED ON THIS PLAN.

NOTWITHSTANDING THAT CERTAIN OF THE ELEMENTS, INCLUDING BUT NOT LIMITED TO THE TENANT NAMES, SHOWN ON THIS PLAN MAY BE INDICATED AS FUTURE OR PROPOSED, LANDLORD MAKES NO REPRESENTATION THAT THE FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALLS.

PROJECT NO: 3790
DRAWN BY: DA
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DESCRIPTION

EXHIBIT B

SHEET NO.

EX B

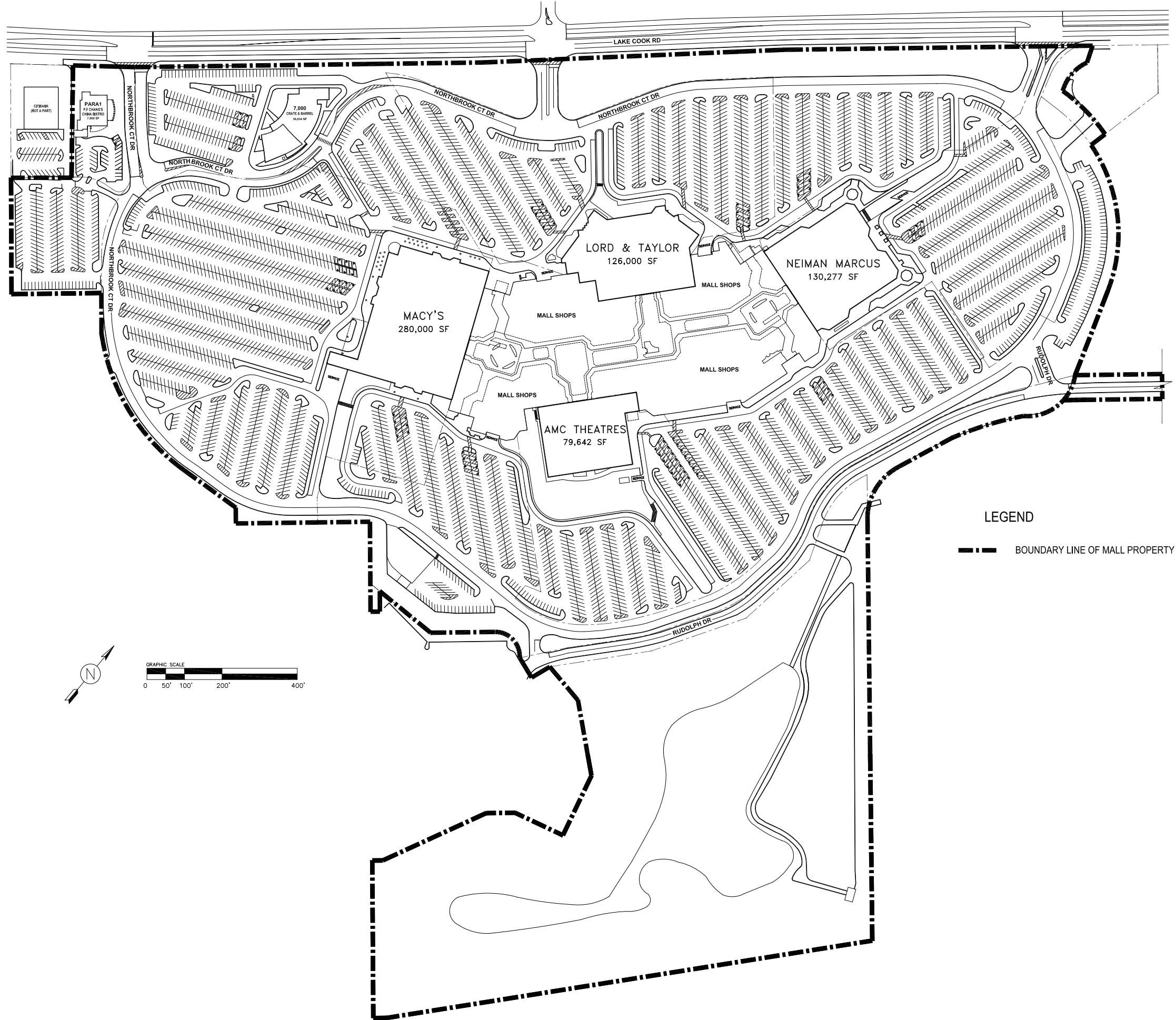
DA

Packet Pg. 177

EXHIBIT C**DEPICTION OF MALL PROPERTY**

Northbrook Court Mall Property Site Plan prepared by V3 Engineering consisting of one sheet, with a latest revision date of [May 14, 2019].

NORTHBROOK COURT
2171 NORTHBROOK COURT
NORTHBROOK, ILLINOIS 60062



TENANT NAMES SHOWN ON THIS PLAN REPRESENT LEASES WHICH ARE EXECUTED, OUT FOR SIGNATURE, OR IN NEGOTIATION. SPECIFIC NAMES, LOCATIONS, DIMENSION OF ANY STORE, ENTRANCE, OR IMPROVEMENT ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED ON THIS PLAN.

NOTWITHSTANDING THAT CERTAIN OF THE ELEMENTS, INCLUDING BUT NOT LIMITED TO THE TENANT NAMES, SHOWN ON THIS PLAN MAY BE INDICATED AS FUTURE OR PROPOSED, LANDLORD MAKES NO REPRESENTATION THAT THE FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALLS.

PROJECT NO: 3790
DRAWN BY: DA
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DESCRIPTION

EXHIBIT B

SHEET NO.
EX C

EXHIBIT D
PRELIMINARY DEVELOPMENT PLAN

Northbrook Court Parking Analysis - PER REA				
GLA DATA	EX GLA (\$f)	Demo / Decommission	PR GLA (\$f)	Total GLA (\$f)
LORD & TAYLOR	126,000			126,000
NEUMAN-MARCUS	130,277			130,277
MACY'S	280,000	(280,000)		
AMC THEATER	79,642			79,642
OUTPATIENTS	43,634			43,634
INLINE AND STORAGE	355,320	(11,200)	12,750	356,870
BUILDING G			18,680	18,680
BUILDING F			21,150	21,150
BOX A			70,250	70,250
GRAND TOTAL	1,014,873	-291,200	122,830	846,503

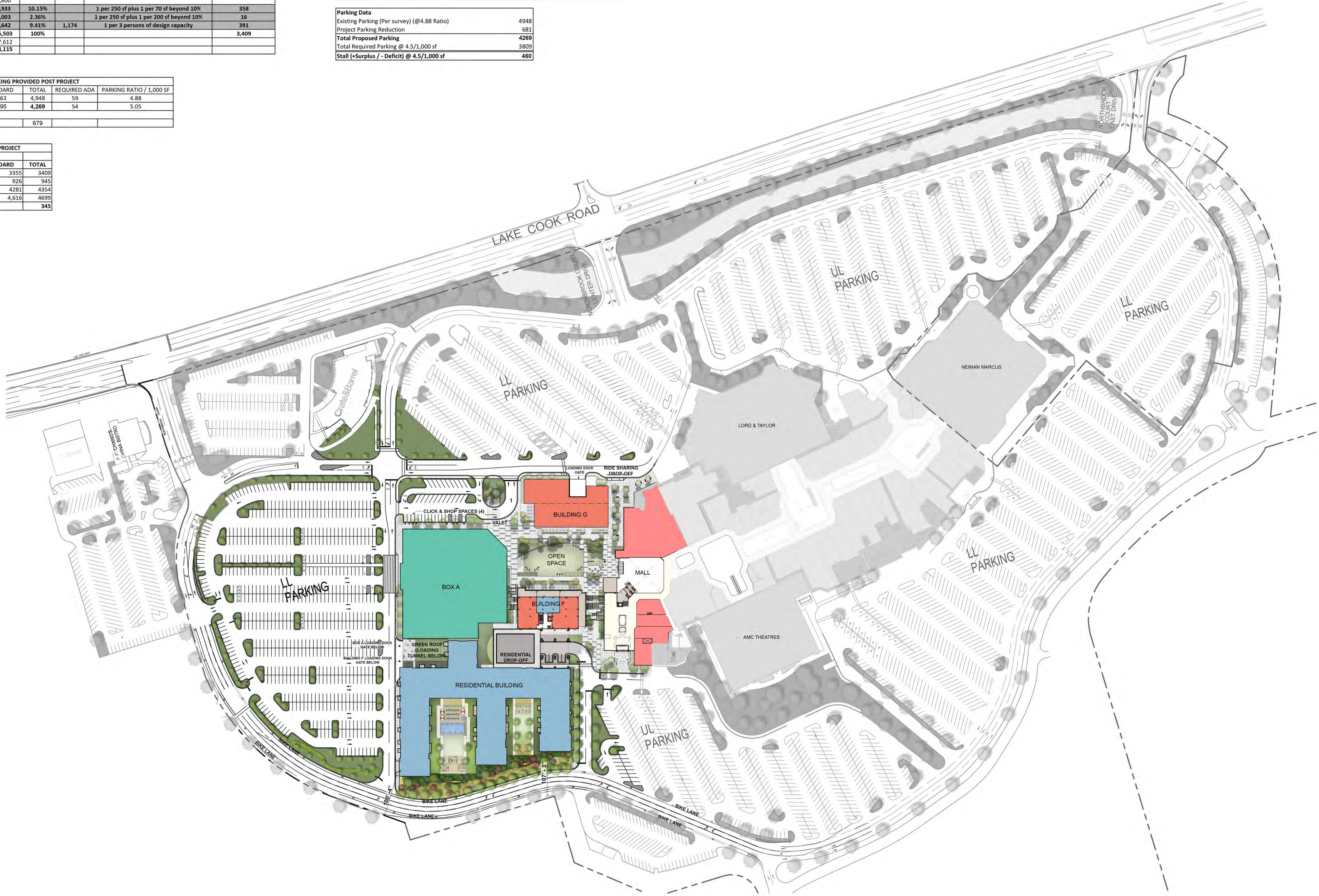
Parking Data	
Existing Parking (Per survey) (@4.88 Ratio)	4948
Project Parking Reduction	681
Total Proposed Parking	4269
Total Required Parking @ 4.5/1,000 sf	3809
Stall (+Surplus / - Deficit) @ 4.5/1,000 sf	460

MULTI-FAMILY PARKING REQUIRED - 315 UNITS				
ADA	STANDARD	TOTAL	PARKING RATIO	
19	926	945	3 SPACES PER UNIT	
PROPOSED MULTI-FAMILY PARKING - 315 UNITS				
ADA	STANDARD	TOTAL	PARKING RATIO	
9	423	432		
3	38	41		
TOTAL PROPOSED	12	461	473	1.5 SPACES PER UNIT

NEW DEVELOPMENT					
	USE	GROSS FLOOR AREA (SF)	NET FLOOR AREA (SF)	FLOOR AREA USED FOR BUILDING COVER CALCULATION	HEIGHT (FT-IN)
BUILDING F	RETAIL/RES. AMENITY	32,267	23,315	**	~42'-4"
BUILDING G	RESTAURANT	18,800	18,500	18,900	28'-6"
BOX A	RETAIL	71,000	69,696	71,000	35'-0"
RESIDENTIAL		379,000	324,000	72,884	80'-0"
TOTAL		501,067	433,511	162,784	
**DIMENSION PROVIDED TO THE TOP OF RETAIL PODIUM				TOTAL LOT AREA	785,602 SF
**INCLUDED IN RESIDENTIAL				BUILDING COVER	20.7%
				FAR	0.638

RETAIL PARKING PROVIDED POST PROJECT					
	ADA	STANDARD	TOTAL	REQUIRED ADA	PARKING RATIO / 1,000 SF
EXISTING	85	4,863	4,948	59	4.88
PROPOSED	74	4,195	4,269	54	5.05
PROJECT REDUCTION					
			679		

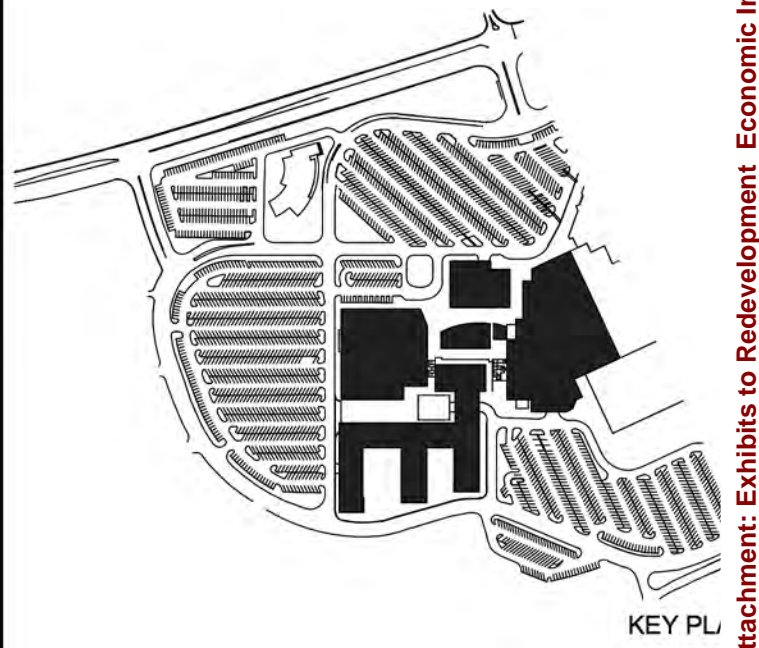
OVERALL PARKING ANALYSIS POST PROJECT			
	ADA	STANDARD	TOTAL
RETAIL REQUIRED	54	3355	3409
RESIDENTIAL REQUIRED	19	926	945
TOTAL REQUIRED	73	4281	4354
TOTAL PROPOSED	83	4,616	4699
PARKING SURPLUS BEYOND CODE			345

**studioOutside**

Brookfield Properties

RYAN

NORTHBROOK COURT Appr



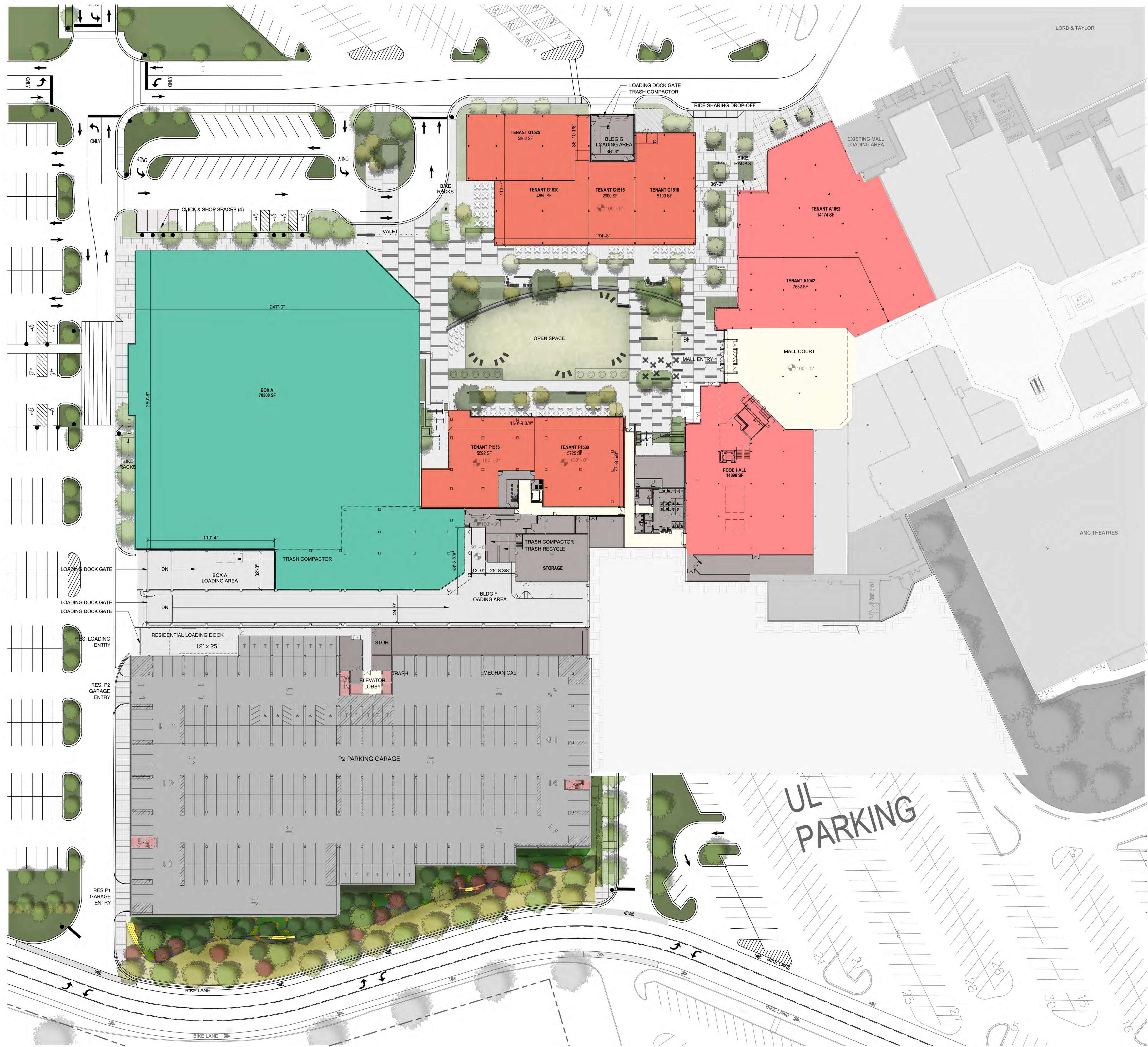
4	Site Plan Submittal Revision 4	05/14/19
3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

PROJECT NO: 17044.000

PROPOSED PLANS

SITE PLAN SUBMITTAL

05/14/19



1 LEVEL 1 FLOORPLAN
SCALE: 1/32" = 1'-0"

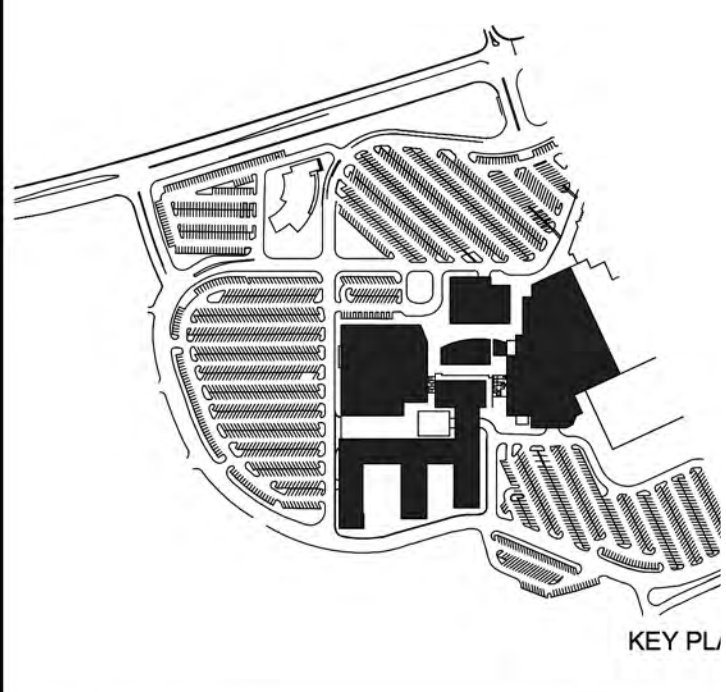


studioOutside

Brookfield
Properties



NORTHBROOK COURT



Number	Revision	Date
3	Site Plan Submittal Revision 4	05/14/19
2	Site Plan Submittal Revision 3	04/19/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO: 17044.000

PROPOSED PLANS

SITE PLAN SUBMITTAL

05/14/19





studioOutside

Brookfield Properties

RYAN

NORTHBROOK COURT Appro

Attachment: Exhibits to Redevelopment Economic Incentive Agreement [Revision 1] (48'14 : Ordinance Approving Redevelopment Agreement for Northbrook Court)

[illegible]

PROJECT NO: 17044.000

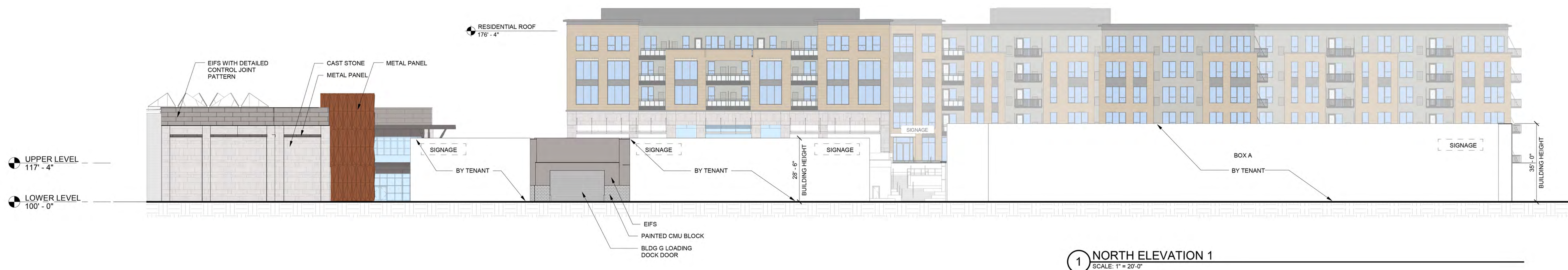
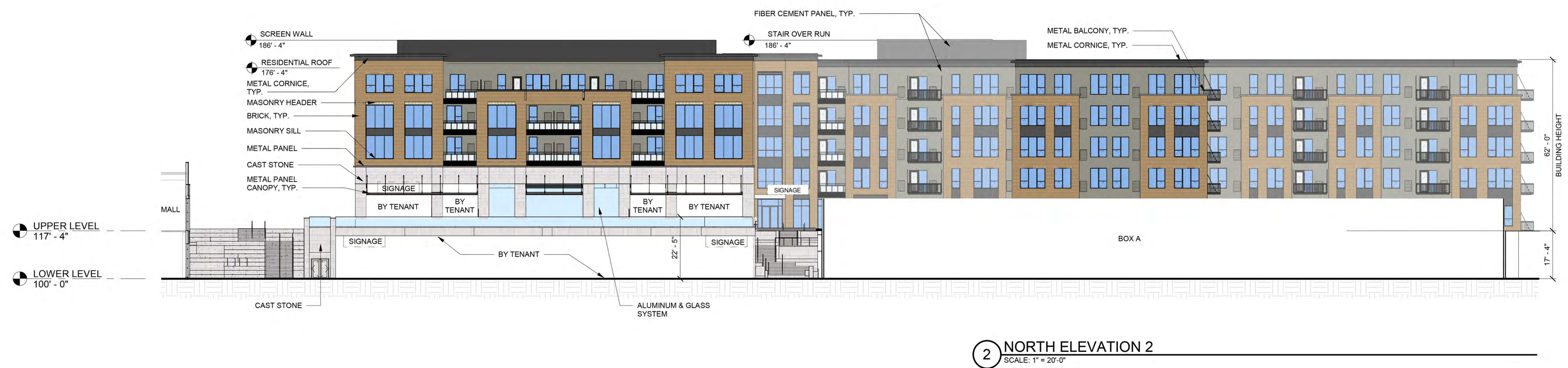
PROPOSED ELEVATIONS

SITE PLAN SUBMITTAL

04/19/19

33

Packet Pg. 184





studioOutside

Brookfield Properties

RYAN

NORTHBROOK COURT

Attachment: Exhibits to Redevelopment Economic Incentive Agreement [Revision 1] (4814 : Ordinance Approving Redevelopment Agreement for Northbrook Court)

3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

PROJECT NO: 17044.000

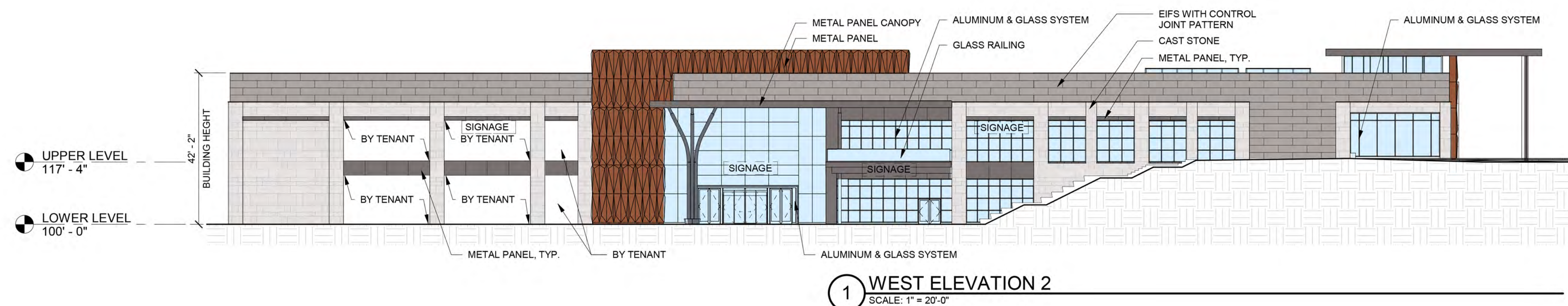
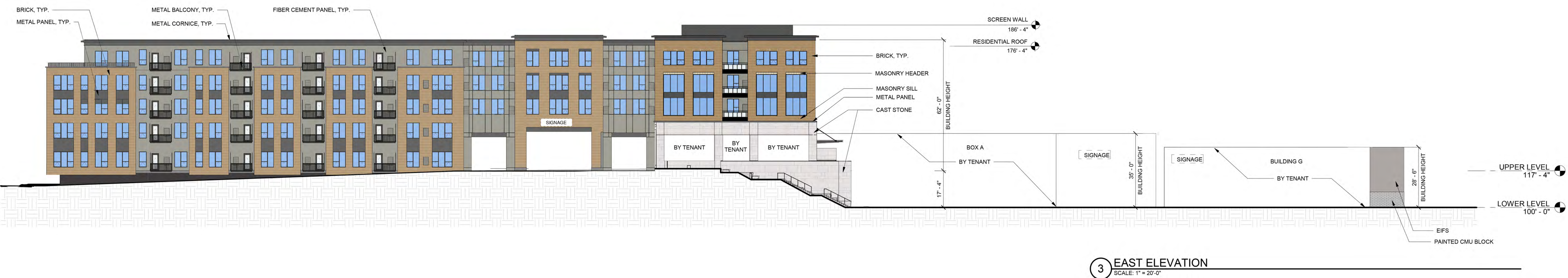
PROPOSED ELEVATIONS

SITE PLAN SUBMITTAL

04/19/19

34

Packet Pg. 18



1845 Woodall Rodgers Freeway, Suite 150
Dallas, Texas 75201

Main 214 826 7080

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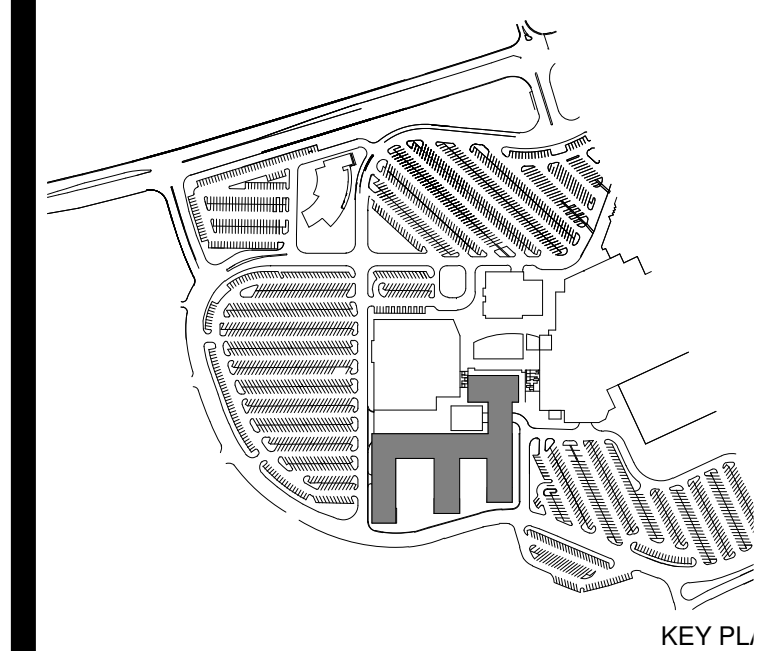


studioOutside

Brookfield Properties

RYAN

Northbrook Court Apartments

[illegible]

PROJECT NO:

0000

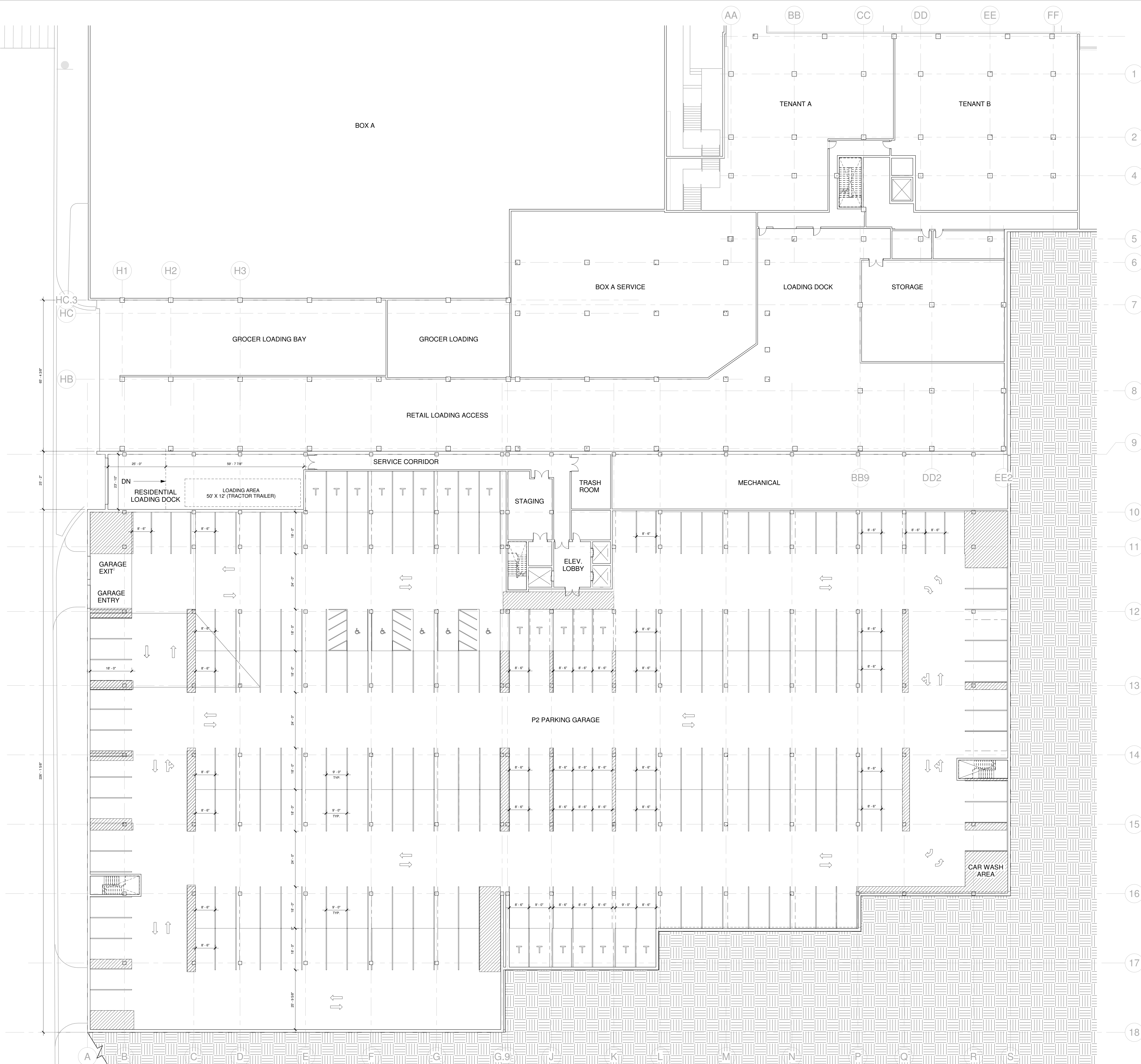
PARKING LEVEL 2 FLOOR PLAN

SITE PLAN SUBMITTAL

3/22/19

40

Packet Pg. 18

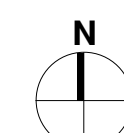


Family and Type	Count
Level P2	
Parking Space - ADA: 9' x 18' (8' Aisle)	5
Parking Space: 8' 6" x 18' - 90 deg	42
Parking Space: 9' x 18' - 90 deg	176
Parking Space: 9' x 18' - 90 deg TANDEM	21
Level P2: 244	
Level P1	
Parking Space - ADA: 9' x 18' (8' Aisle)	4
Parking Space: 8' 6" x 18' - 90 deg	42
Parking Space: 9' x 18' - 90 deg	164
Parking Space: 9' x 18' - 90 deg TANDEM	21
Level P1: 231	
Level 1	
Parking Space - ADA: 9' x 18' (8' Aisle)	1
Parking Space: 9' x 18' - 90 deg	2
Level 1: 3	
478	
NOTE: ALL PARKING STALL DIMENSIONS 9'-0" x 18'-0" UNLESS OTHERWISE NOTED	

NOTE: ALL PARKING STALL DIMENSIONS 9'-0" x 18'-0"
UNLESS OTHERWISE NOTED

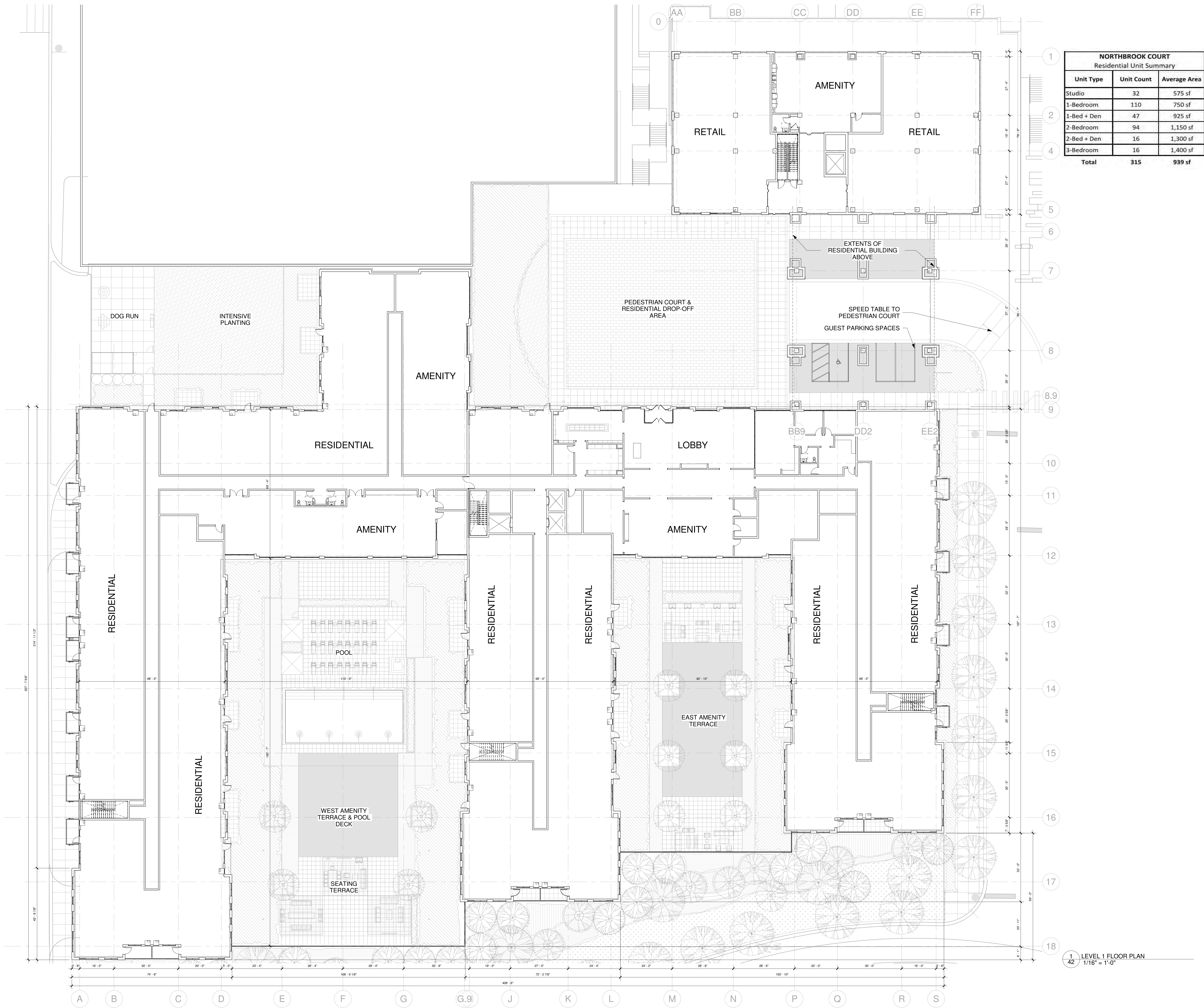
1 LEVEL P2 PARKING PLAN
40 1/16" = 1'-0"

40 $1/16'' = 1'-0$





1
41 LEVEL P1 PARKING PLAN
1/16" = 1'-0"



NORTHBROOK COURT Residential Unit Summary		
Unit Type	Unit Count	Average Area
Studio	32	575 sf
1-Bedroom	110	750 sf
1-Bed + Den	47	925 sf
2-Bedroom	94	1,150 sf
2-Bed + Den	16	1,300 sf
3-Bedroom	16	1,400 sf
Total	315	939 sf

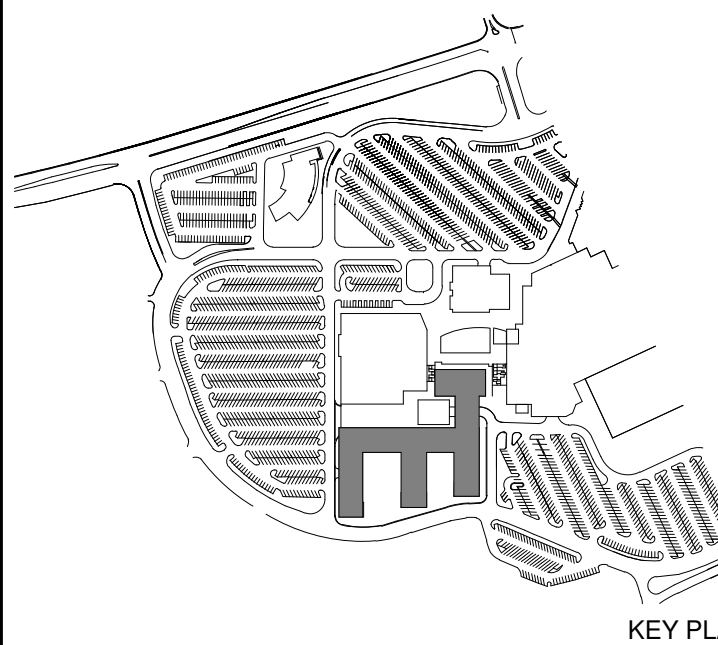


studioOutside

Brookfield
Properties



Northbrook Court
Apartments



Number	Revision	Date
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO: 0000

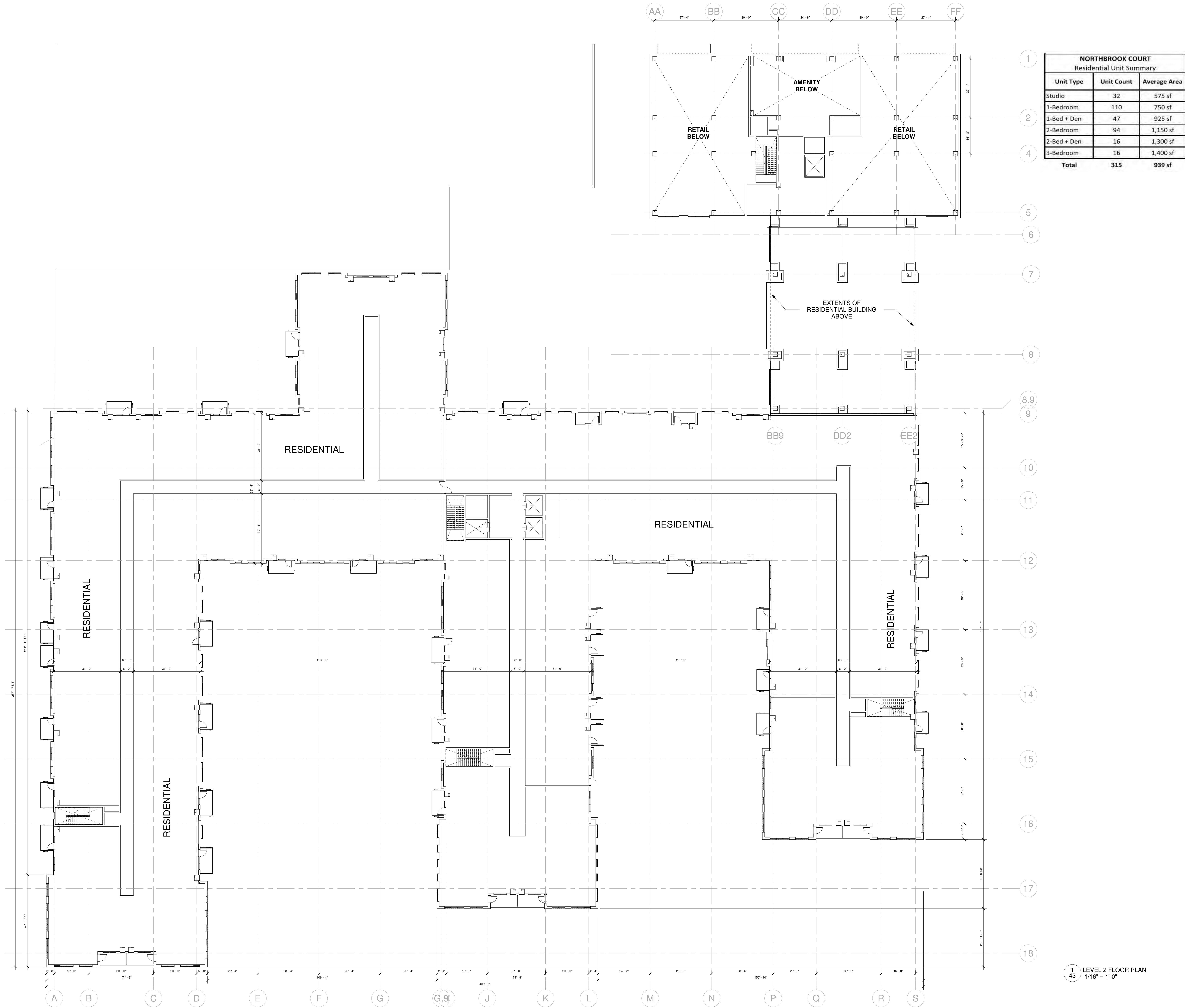
LEVEL 1 FLOOR PLAN

SITE PLAN SUBMITTAL

3/22/19

42

Packet Pg. 188



NORTHBROOK COURT Residential Unit Summary		
Unit Type	Unit Count	Average Area
Studio	32	575 sf
1-Bedroom	110	750 sf
1-Bed + Den	47	925 sf
2-Bedroom	94	1,150 sf
2-Bed + Den	16	1,300 sf
3-Bedroom	16	1,400 sf
Total	315	939 sf

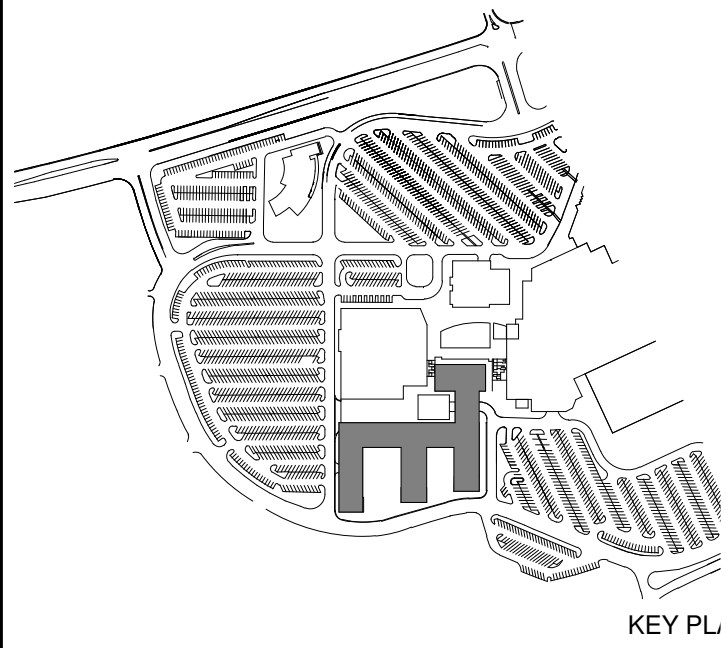


studioOutside

Brookfield
Properties



Northbrook Court
Apartments



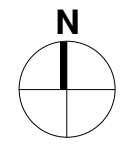
Number	Revision	Date
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO: 0000

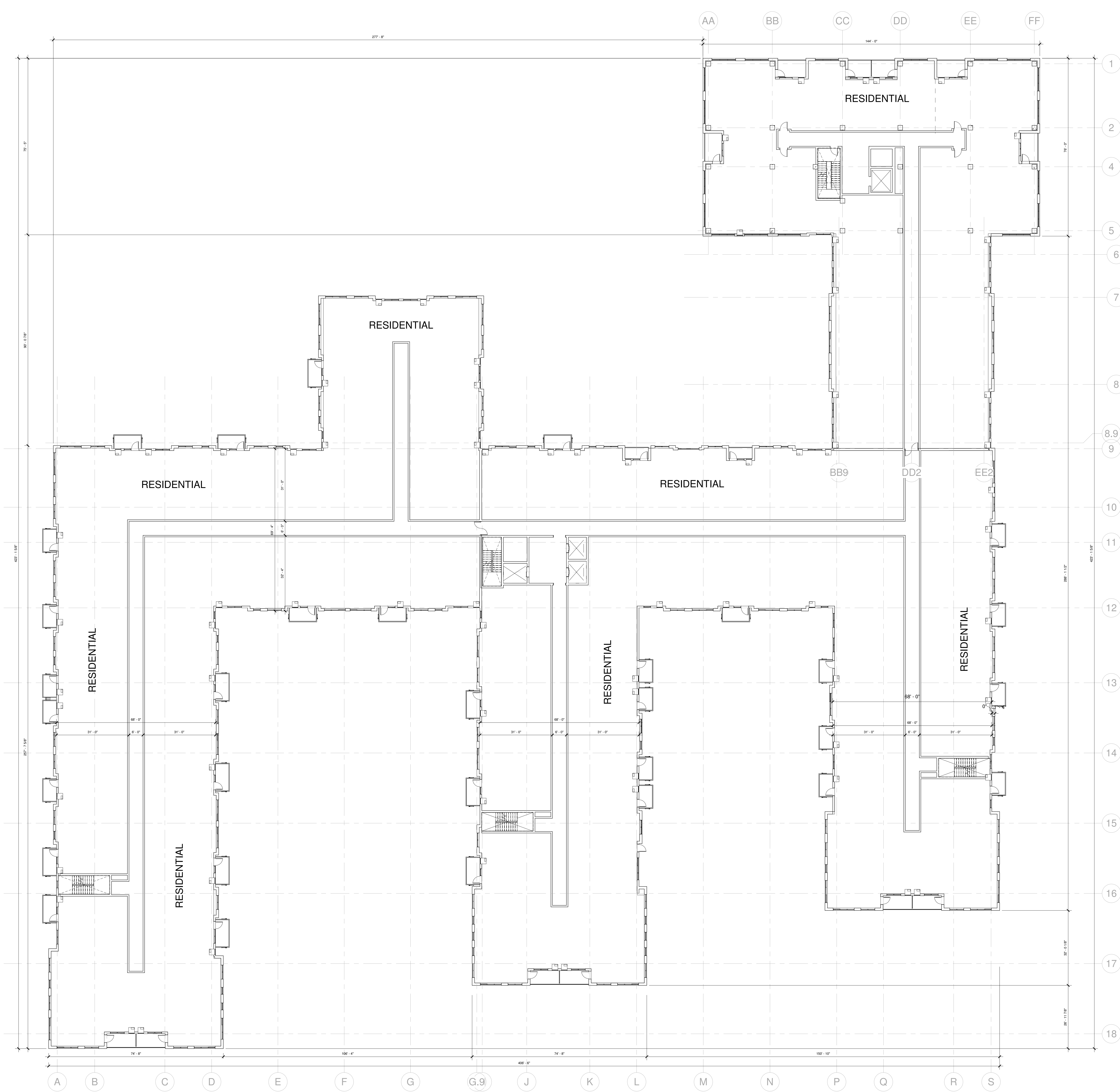
LEVEL 2 FLOOR PLAN

SITE PLAN SUBMITTAL

1
43 LEVEL 2 FLOOR PLAN
1/16" = 1'-0"

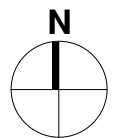


3/22/19



NORTHBROOK COURT		
Residential Unit Summary		
Unit Type	Unit Count	Average Area
Studio	32	575 sf
1-Bedroom	110	750 sf
1-Bed + Den	47	925 sf
2-Bedroom	94	1,150 sf
2-Bed + Den	16	1,300 sf
3-Bedroom	16	1,400 sf
Total	315	939 sf

1 44 LEVEL 3 FLOOR PLAN
1/16" = 1'-0"

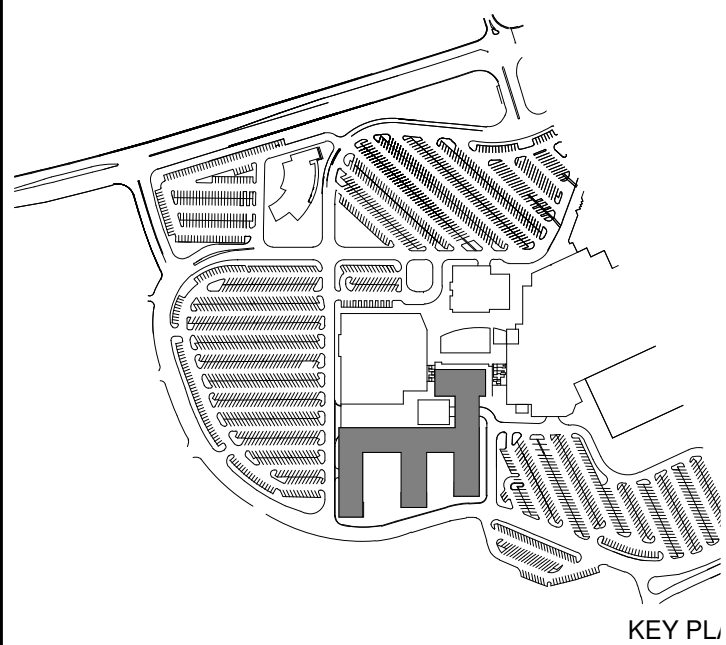


studioOutside

Brookfield
Properties



Northbrook Court
Apartments



Number	Revision	Date
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO:

0000

LEVELS 3-5 TYPICAL
FLOOR PLAN

SITE PLAN SUBMITTAL

3/22/19

**RYAN**

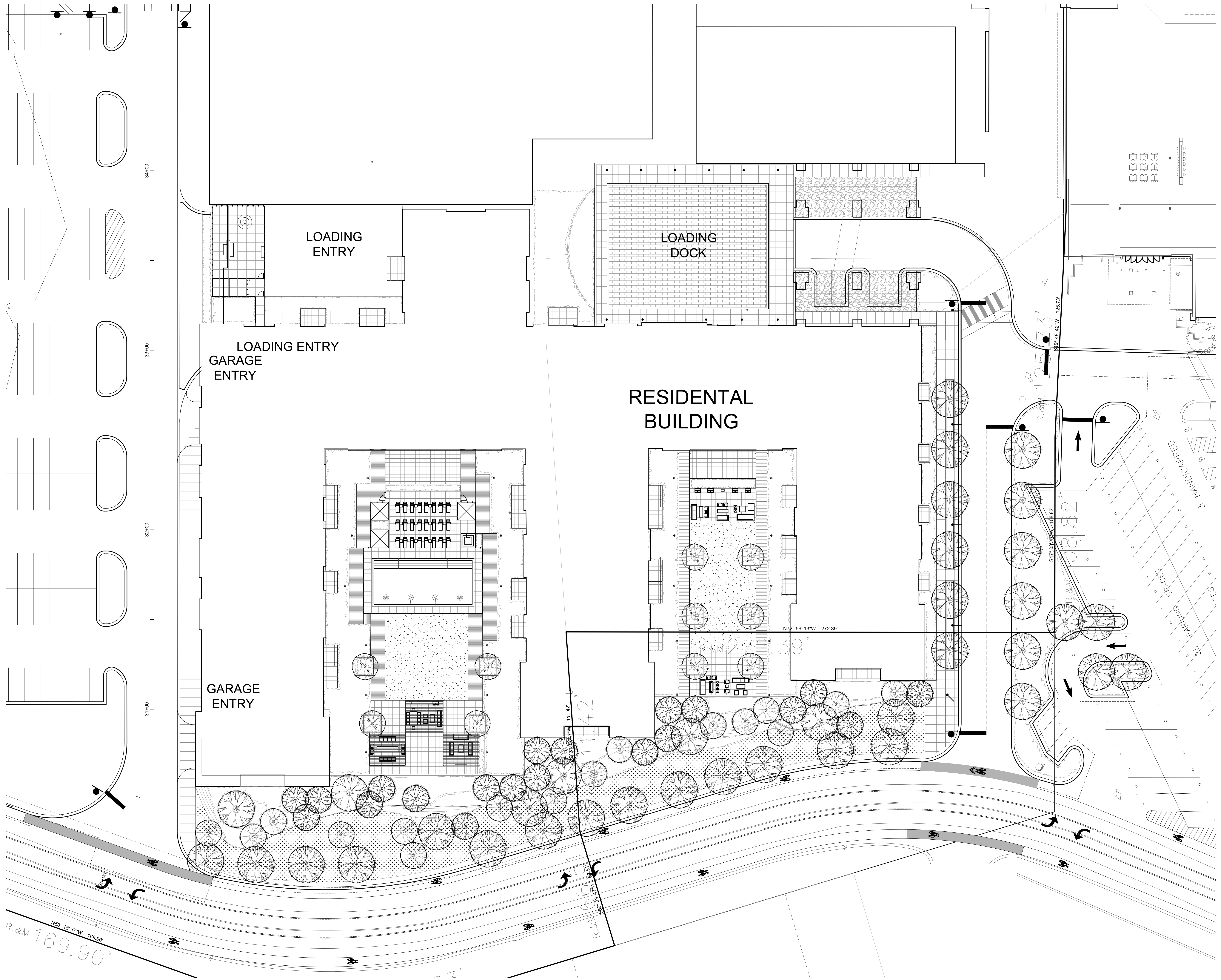
Attachment: Exhibits to Redevelopment Economic Incentive Agreement [Revision 1] (4814 : Ordinance Approving Redevelopment Agreement for Northbrook Court)

PROJECT NO: 0000

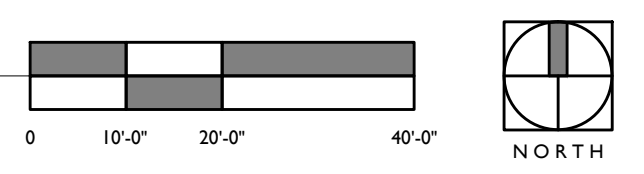
SITE PLAN SUBMITTAL

45
Packet Pg. 19





KEY PLAN
SCALE: 1" = 20'-0"




10.C.B

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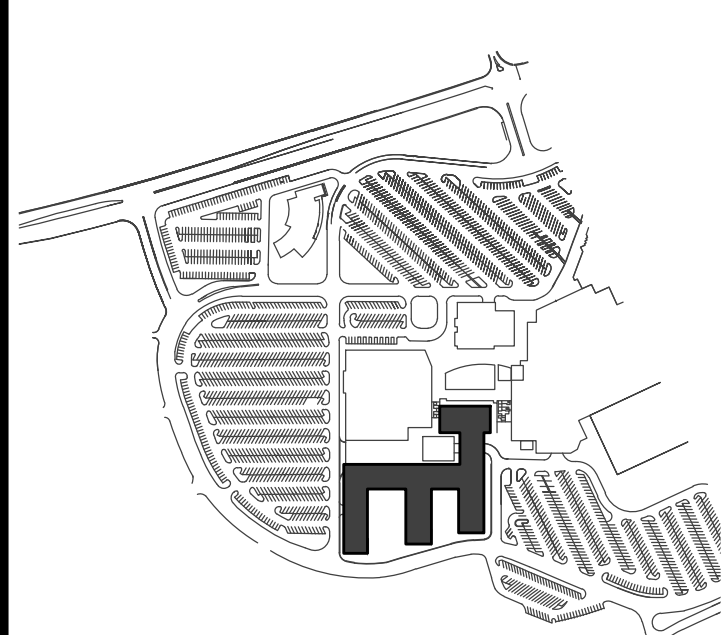


studioOutside

Brookfield
Properties



Northbrook Court
Apartments


KEY PLAN

Number	Revision	Date
1	Site Plan Submittal Revision 1	05/14/19

PROJECT NO:

0000

KEY PLAN

SITE PLAN SUBMITTAL

05/14/19

46

Packet Pg. 192

Attachment: Exhibits to Redevelopment Economic Incentive Agreement [Revision 1] (4814 : Ordinance Approving Redevelopment Agreement for Northbrook Court)

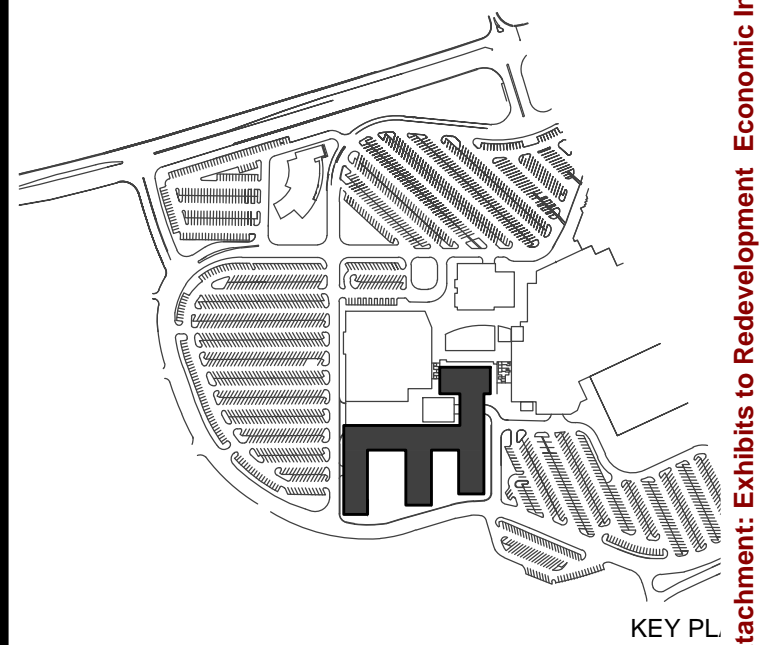


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Brookfield
Properties



Northbrook Court
Apartments

[illegible]

PROJECT NO: 0000

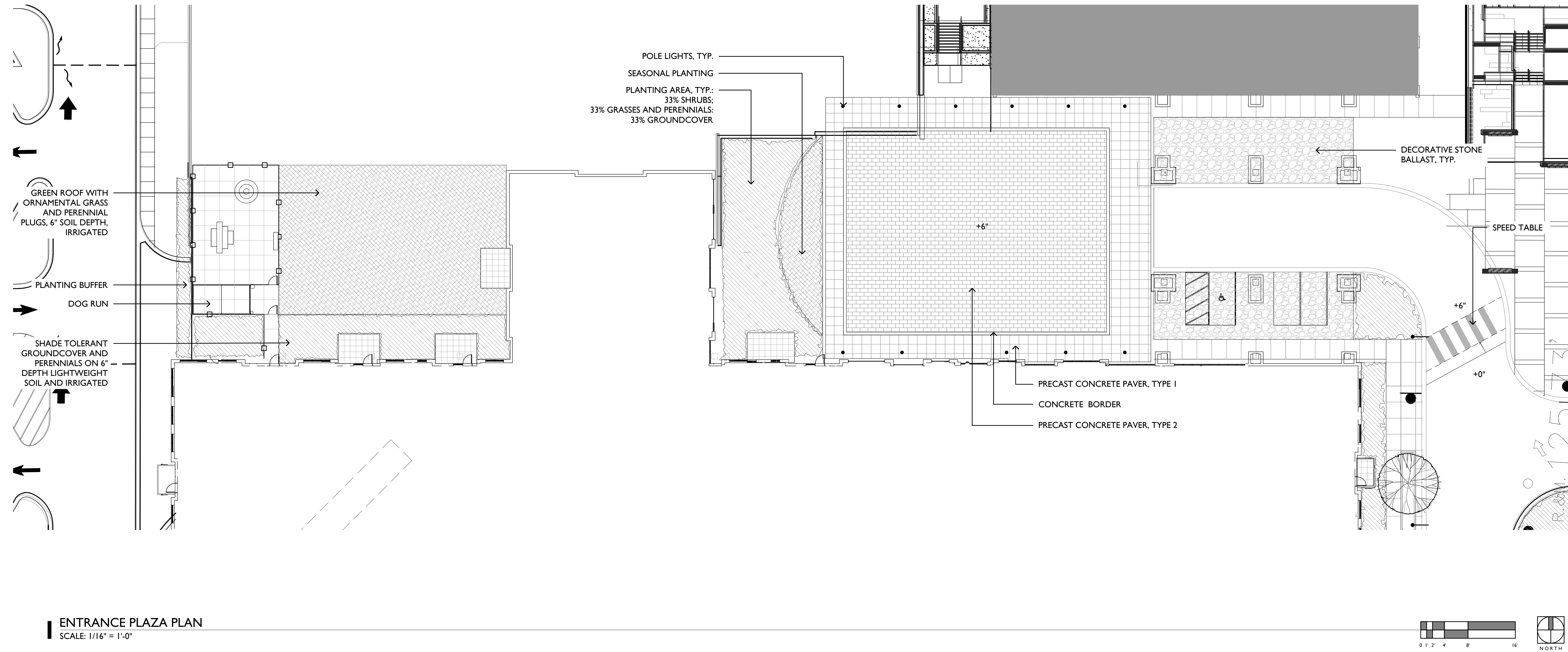
ENTRANCE PLAZA
ENLARGEMENT PLAN

SITE PLAN SUBMITTAL

11/01/18

47

Packet Pg. 193



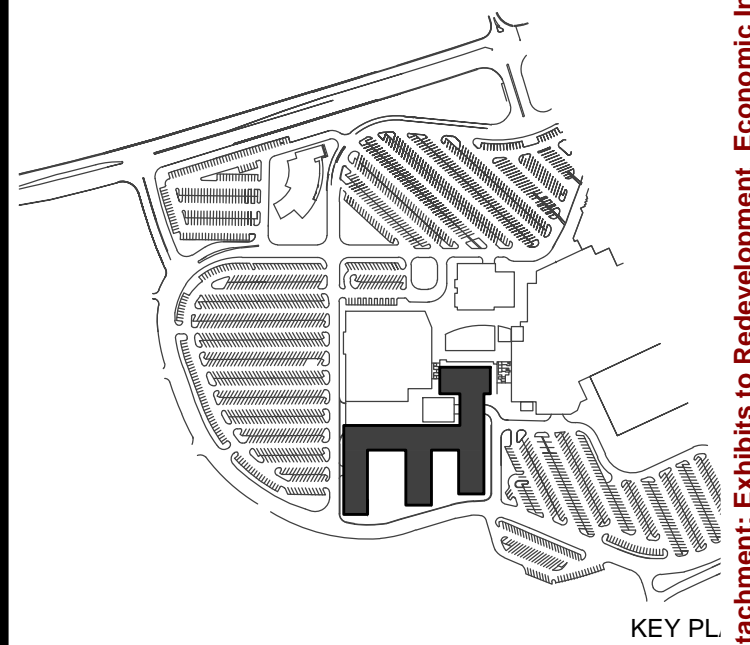


studioOutside

Brookfield
Properties



Northbrook Court
Apartments

[illegible]

PROJECT NO: 0000

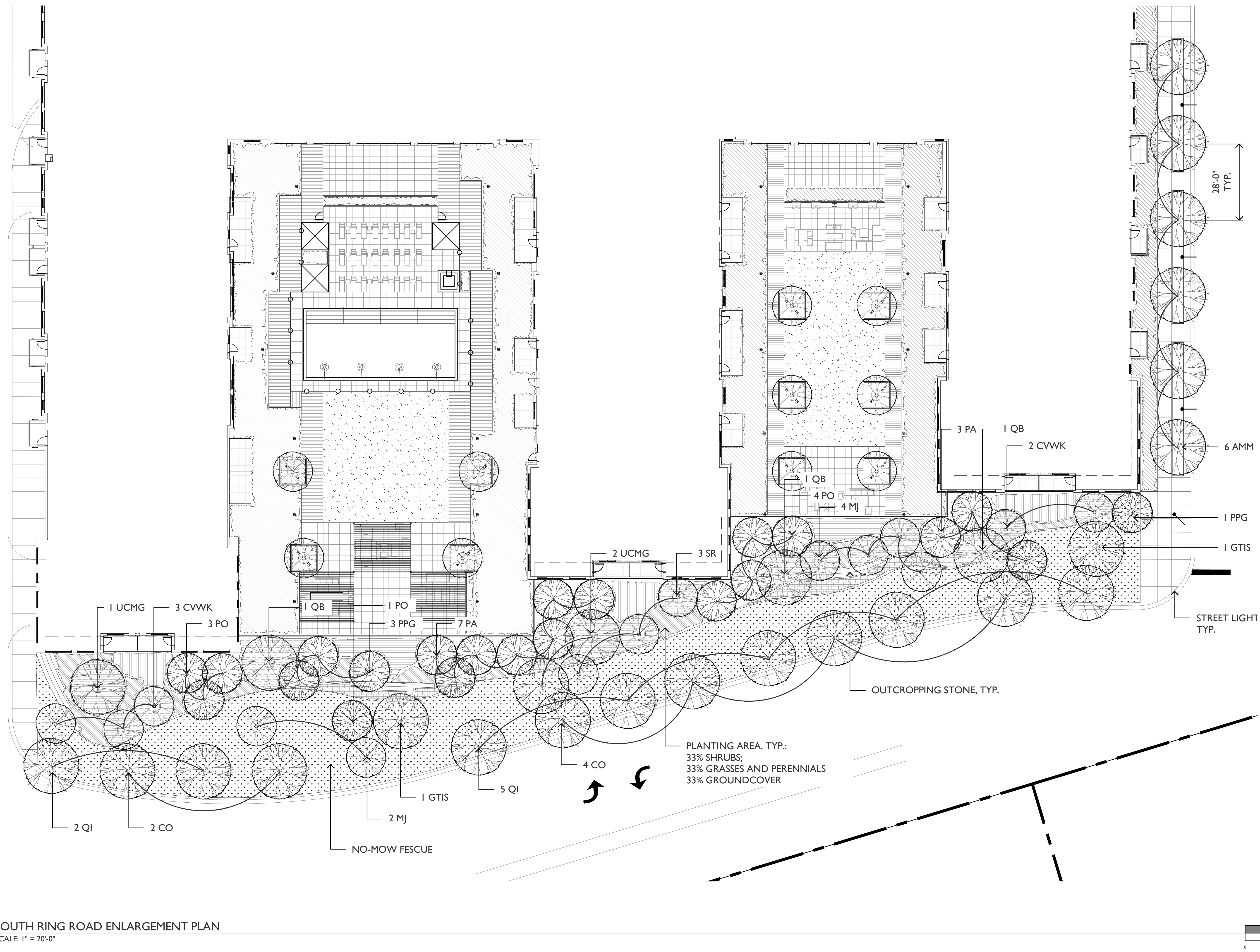
SOUTH RING ROAD LANDSCAPE PLAN

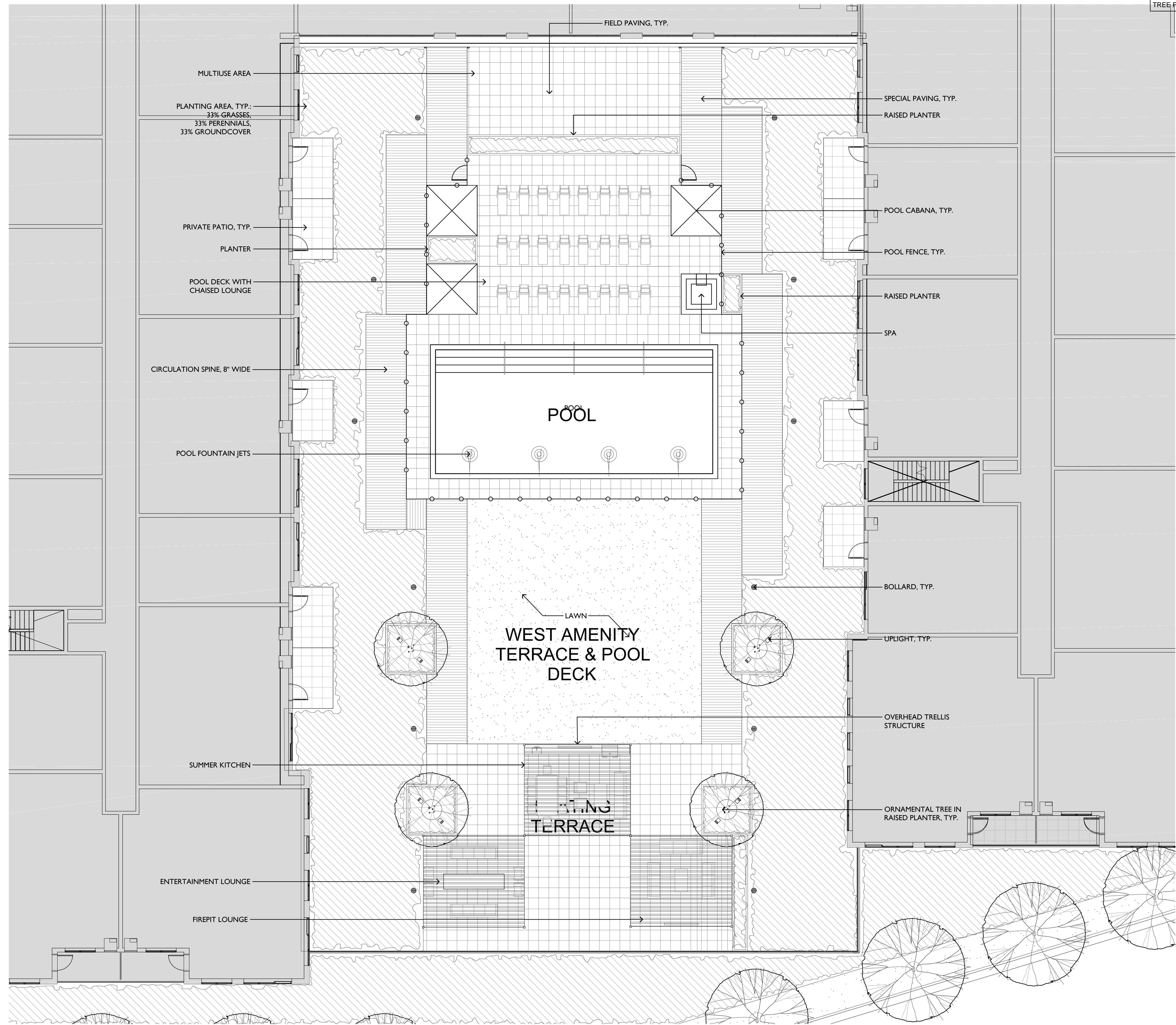
SITE PLAN SUBMITTAL

11/01/18

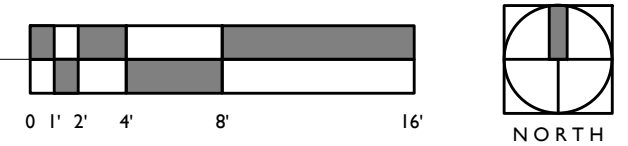
48

Packet Pg. 194



49

WEST COURTYARD ENLARGEMENT PLAN
SCALE: 1/8" = 1'-0"

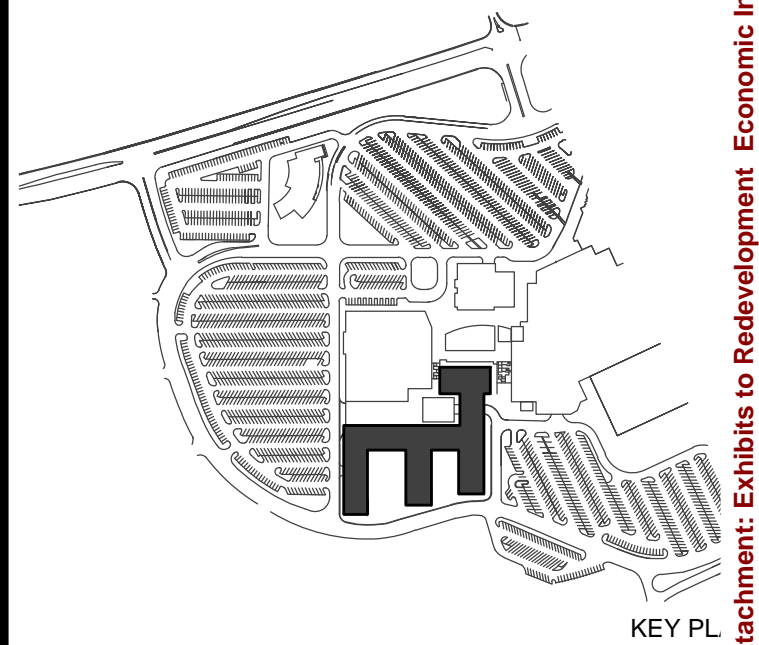


Packet Pg. 19☐ NO



Brookfield
Properties

Northbrook Court
Apartments



2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

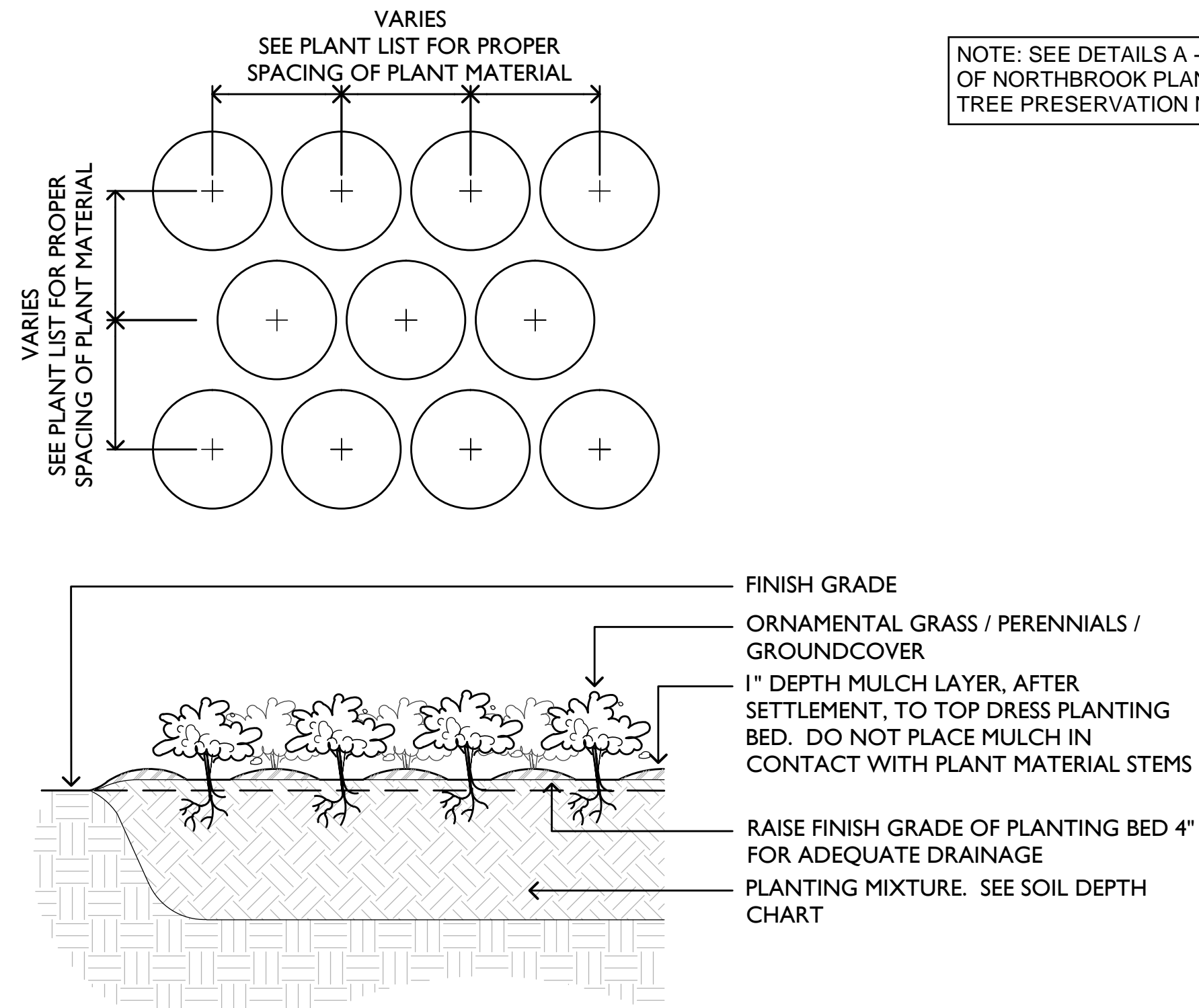
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SITE PLAN SUBMITTAL

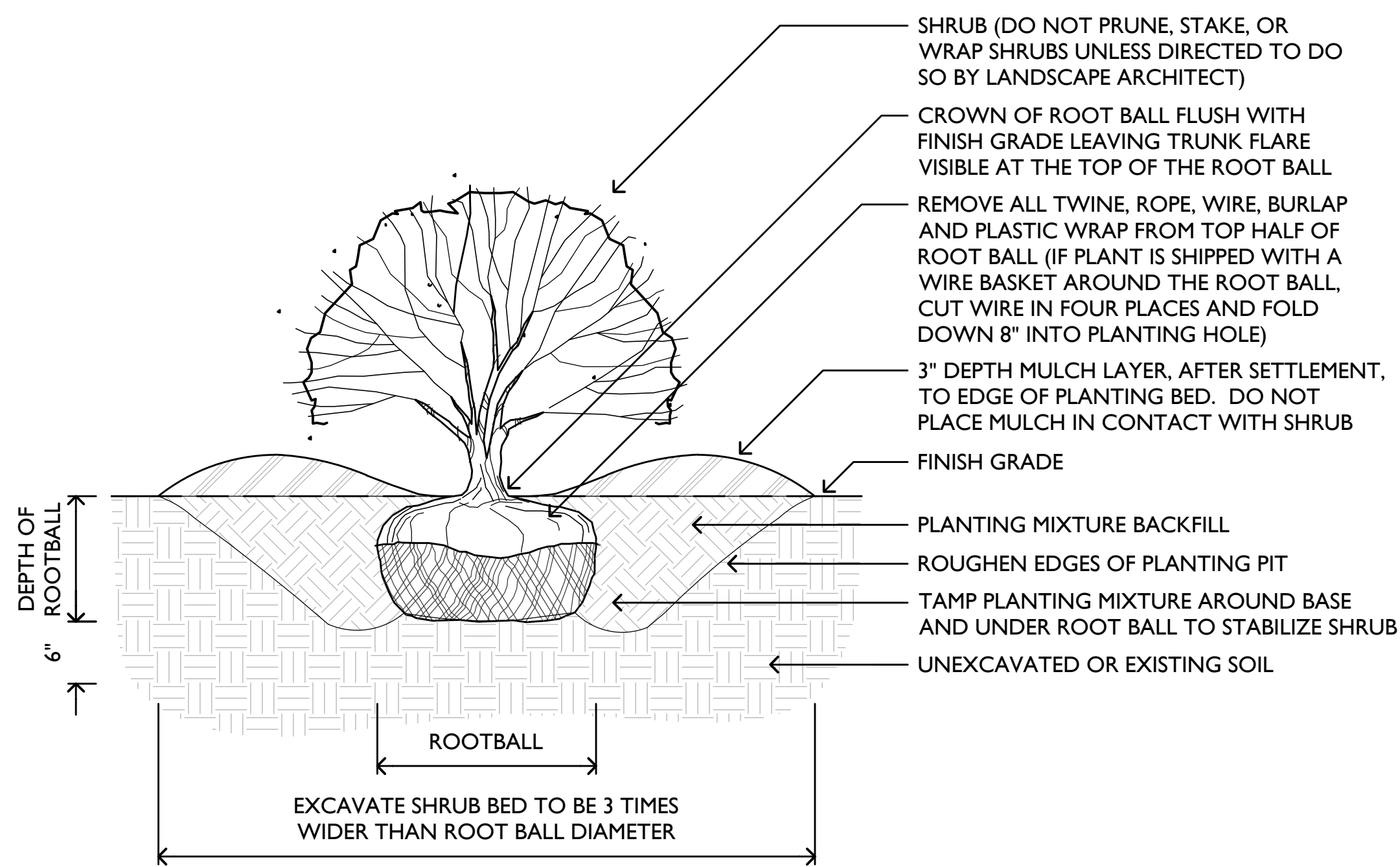
51

Packet Pg. 197

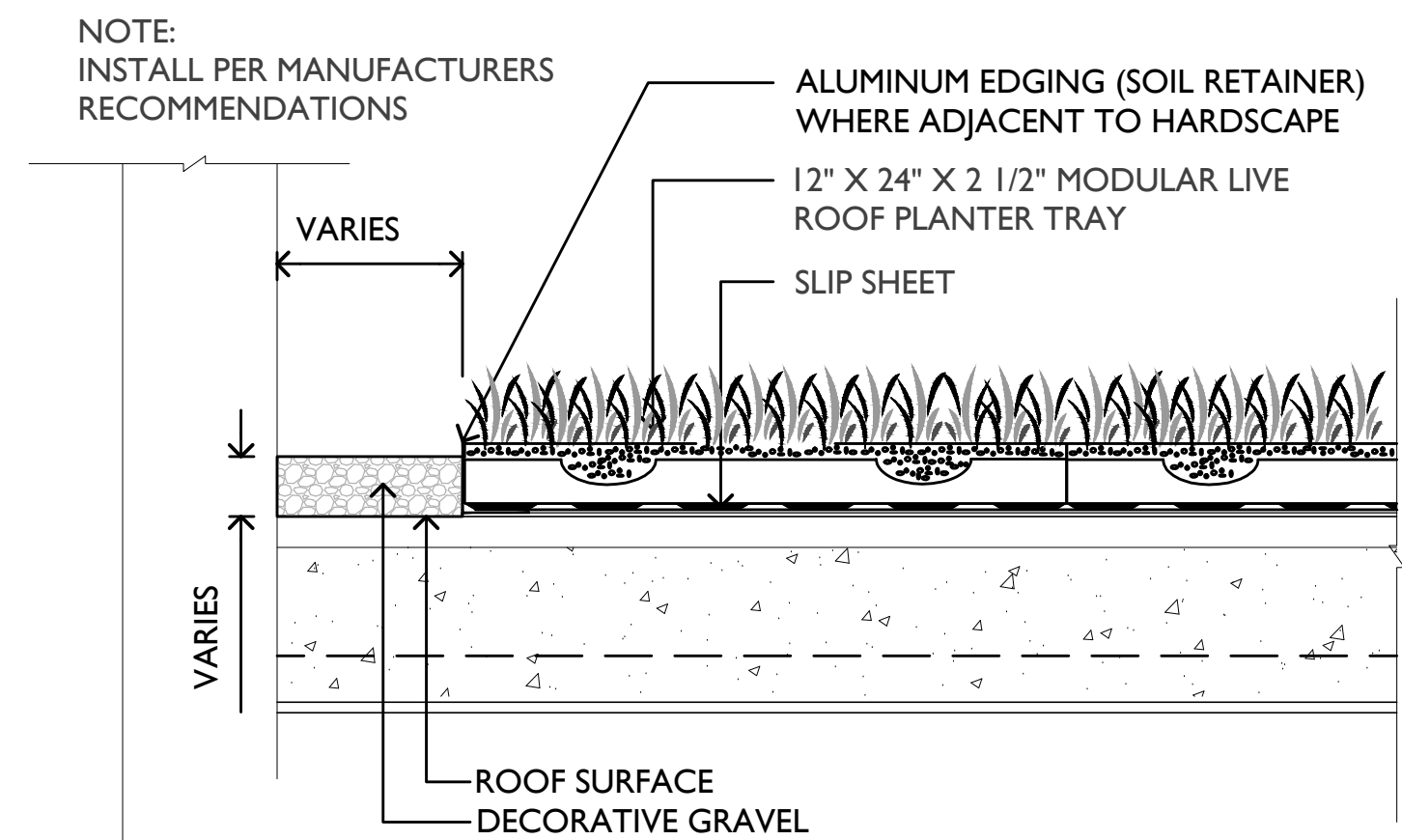
NOTE: QUANTITIES ON THE PLANT LIST ARE PROVIDED FOR INFORMATION ONLY. PLANT QUANTITIES UNDER THE CONTRACT ARE INDICATED ON THE PLANS. IN THE EVENT OF ANY DISCREPANCIES, THE CONTRACT SHALL BE BASED ON THE QUANTITIES SHOWN ON THE PLANS.

[illegible]

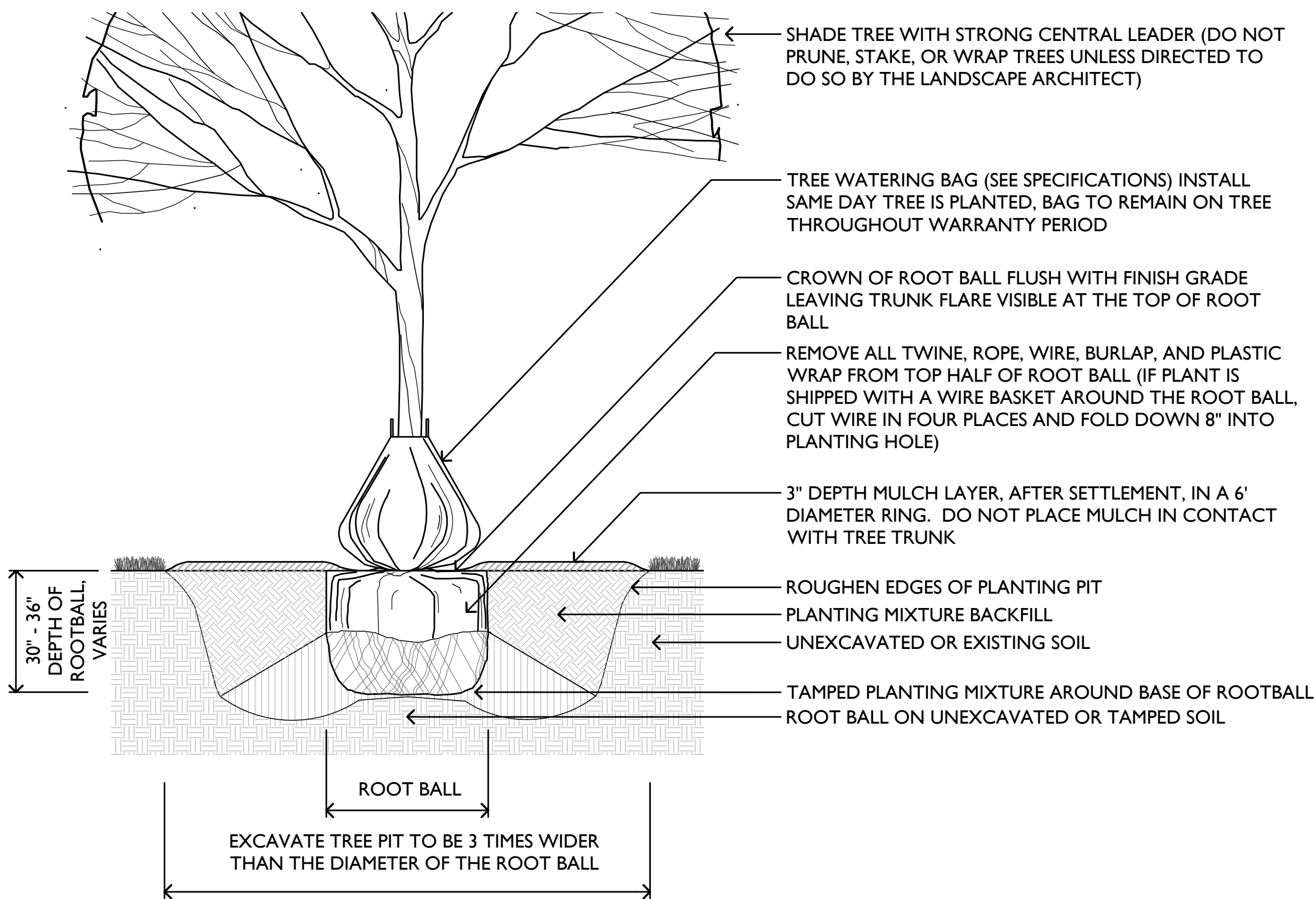
ORNAMENTAL GRASS, PERENNIAL AND GROUNDCOVER INSTALLATION DETAIL
NOT TO SCALE



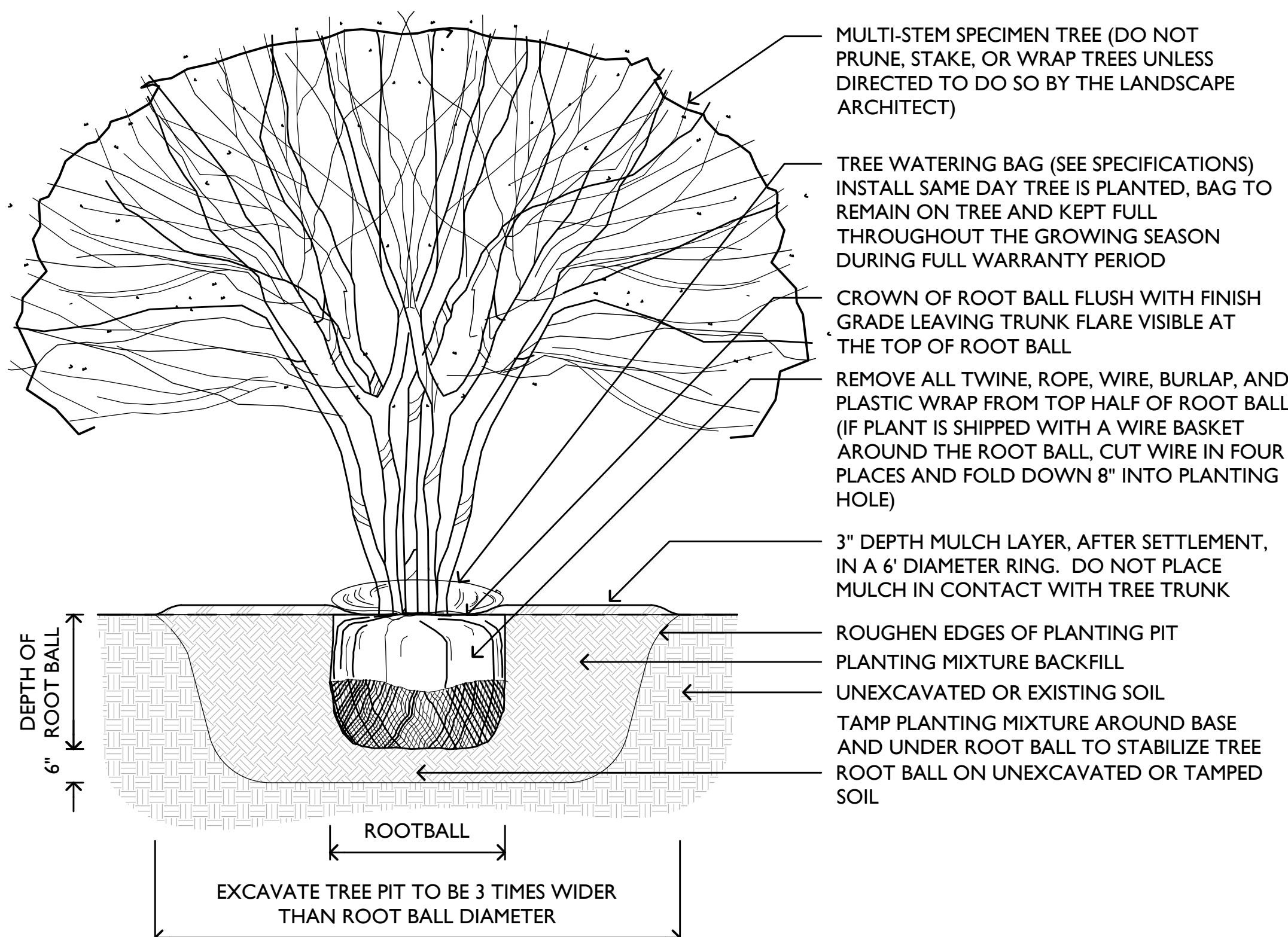
2 SHRUB INSTALLATION DETAIL



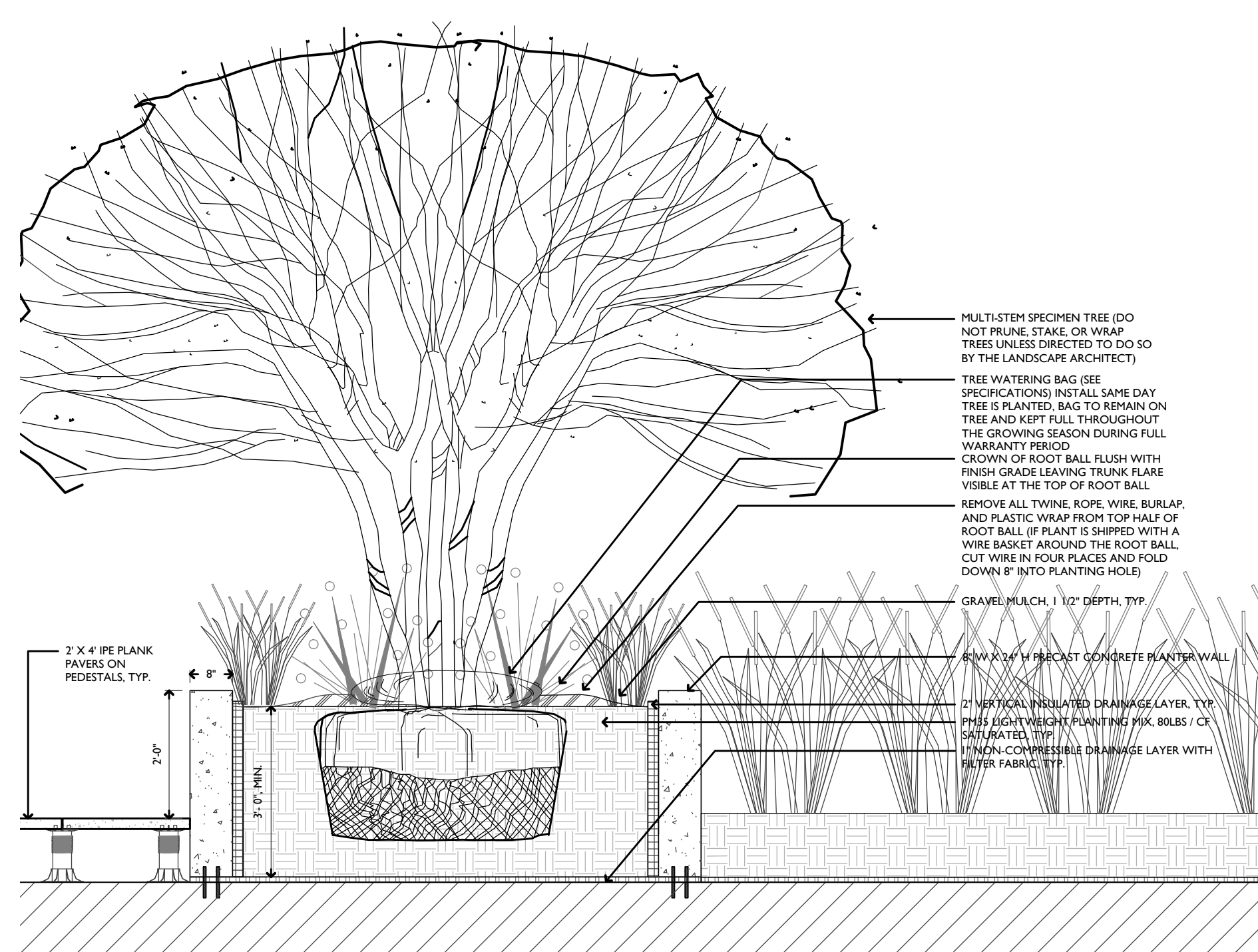
3 4" LIVEROOF MODULAR TRAY GREEN ROOF



4 DECIDUOUS TREE INSTALLATION DETAIL



5 ORNAMENTAL TREE INSTALLATION DETAIL



6 RAISED PLANTER DETAIL

SCALE: 1/2" = 1'-0"

EXHIBIT E**LEGAL DESCRIPTION OF THE REDEVELOPMENT PROPERTY****PARCEL 1**

LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1984 DOCUMENT NUMBER 26924424, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89° 54' 08" WEST, A DISTANCE OF 217.23 FEET TO A POINT; THENCE NORTH 00° 03' 18" EAST, A DISTANCE OF 42.36 FEET TO A POINT; THENCE NORTH 53° 19' 06" WEST, A DISTANCE OF 169.90 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 436.51 FEET, ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 542.00 FEET, TO A POINT OF TANGENCY; THENCE NORTH 00° 34' 57" EAST A DISTANCE OF 107.24 FEET TO A POINT; THENCE NORTH 01° 04' 23" EAST, A DISTANCE OF 96.25 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 195.43 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 275.00 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 4.17 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 50.06 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 61.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 09° 56' 42" WEST, A DISTANCE OF 22.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 109.43 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 627.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00° 03' 18" EAST A DISTANCE OF 101.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 48.36 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, AND HAVING A RADIUS OF 57.00 FEET TO A POINT; THENCE NORTH 00° 03' 18" EAST A DISTANCE OF 0.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 87° 38' 42" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 46.35 FEET TO A POINT; THENCE SOUTH 00° 03' 18" WEST, A DISTANCE OF 142.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 104.72 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 600.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09° 56' 42" EAST; A DISTANCE OF 65.97 FEET TO A POINT; THENCE SOUTH 39° 51' 54" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 60.30 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, AND HAVING A RADIUS OF 225.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 65° 29' 25" EAST, A DISTANCE OF 28.40 FEET TO A POINT; THENCE SOUTH 72° 06' 42" EAST, A DISTANCE OF 288.74 FEET TO A POINT; THENCE NORTH 17° 03' 18" EAST, A DISTANCE OF 35.50 FEET TO A POINT; THENCE SOUTH 72° 56' 42" EAST, A DISTANCE OF 335.56 FEET TO A POINT; THENCE SOUTH 42° 59' 29" EAST, A DISTANCE OF 68.10 FEET TO A POINT; THENCE SOUTH 72°

56' 42" EAST, A DISTANCE OF 124.80 FEET TO A POINT; THENCE SOUTH 29° 56' 42" EAST, A DISTANCE OF 78.57 FEET TO A POINT; THENCE SOUTH 17° 03' 18" WEST, A DISTANCE OF 324.00 FEET TO A POINT; THENCE SOUTH 70° 07' 07" WEST, A DISTANCE OF 84.18 FEET TO A POINT; THENCE NORTH 72° 56' 42" WEST, A DISTANCE OF 222.59 FEET TO A POINT; THENCE SOUTH 17° 03' 18" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 13° 03' 18" WEST, A DISTANCE OF 275.64 FEET TO A POINT; THENCE SOUTH 00° 03' 18" WEST A DISTANCE OF 66.51 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-03-101-018-0000

PARCEL 2

THAT PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" .WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00° 03' 18" EAST 66.51 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 13° 03' 18" EAST 275.64 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 20.00 FEET ALONG AN EAST LINE OF LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 222.59 FEET ALONG A SOUTH LINE OF LOT 1 TO A BEND THEREIN: THENCE NORTH 70° 07' 07" EAST 84.18 FEET ALONG A SOUTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 324.00 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN AND THE POINT OF BEGINNING; THENCE NORTH 17° 03' 18" EAST 70.58 FEET; THENCE NORTH 72° 56' 42" WEST 25.57 FEET; THENCE NORTH 30° 23' 00" WEST 143.41 FEET; THENCE NORTH 72° 56' 42" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 423.48 FEET; THENCE WESTERLY 175.32 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 224.57 FEET AND WHOSE CHORD BEARS SOUTH 78° 58' 13" WEST 170.90 FEET; THENCE NORTH 78° 39' 51" WEST A DISTANCE OF 103.59 FEET; THENCE WESTERLY 38.74 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 190.43 FEET AND WHOSE CHORD BEARS NORTH 84° 29' 33" WEST 38.68 FEET; THENCE SOUTH 65° 29' 25" WEST A DISTANCE OF 25.58 FEET TO A CORNER OF LOT 1 AFORESAID; THENCE SOUTH 72° 56' 42" EAST 288.74 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 35.50 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 335.56 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 42° 59' 29" EAST 68.10 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 124.80 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 29° 56' 42" EAST 78.57 FEET ALONG A NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-03-101-126-0000

PARCEL 3

THAT PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST

QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00° 03' 18" EAST 66.51 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 13° 03' 18" EAST 111.42 FEET ALONG AN EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 72° 56' 42" EAST 272.39 FEET; THENCE NORTH 17° 03' 18" EAST A DISTANCE OF 108.82 FEET TO A SOUTHEAST CORNER OF THAT PART THEREOF CONVEYED PER DOCUMENT #95690665; THENCE NORTH 19° 48' 13" EAST, ALONG AN EASTERLY LINE OF SAID DOCUMENT #95690665 A DISTANCE OF 125.73 FEET TO A NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 70° 07' 07" WEST 84.18 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 72° 56' 42" WEST 222.59 FEET ALONG A SOUTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 17° 03' 18" WEST 20.00 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 13° 03' 18" WEST 164.22 FEET ALONG AN EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-03-200-028-0000

ALSO INCLUDING AREA OWNED BY WESTCOAST ESTATES SUBJECT TO CONFIRMATION BY SURVEYOR):

THAT PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 64.47 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE, 2.04 FEET TO A BEND POINT IN SAID EAST LINE;

THENCE NORTH 13 DEGREES 03 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE, 111.42 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 13 SECONDS EAST 218.73 FEET; THENCE SOUTH 17 DEGREES 03 MINUTES 47 SECONDS WEST, 72.15 FEET; THENCE NORTH 76 DEGREES 07 MINUTES 41 SECONDS WEST 50.01 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 04 SECONDS WEST, 65.17 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 88

DEGREES 53 MINUTES 36 SECONDS WEST 100.12 FEET TO THE POINT OF BEGINNING,
IN COOK COUNTY, ILLINOIS.

Part of PIN: 04-03-200-029-0000

Commonly known as 1315, 1415, 1455, 1515, 1525, 1555, 1775 1819, and 1825 Lake Cook
Road, Northbrook, Illinois.

EXHIBIT F**NORTHBROOK COURT REFRESH**

Scope Summary of Brookfield Properties Retail Refresh of Northbrook Court:

- Property signage
 - Refresh Lake Cook Road monument signs
 - Refresh site way-finding signs
 - Refresh entrance signs
 - Refresh interior way-finding signs
- Exterior Entrance Scope (two entrances at east end of mall)
 - New canopy cladding
 - Lighting upgrades
 - Landscape and hardscape upgrades
 - Bike racks
 - Bollard protection
- Interior Mall Scope:
 - Refresh of interior courts
 - New accents lighting
 - New flooring
 - New furniture and amenities
 - New interior landscaping
 - Recladding of the main court columns
 - Refresh center court elevator enclosure
 - Refresh escalators skin enclosures
 - Refresh of common area
 - Lighting upgrades throughout the mall
 - New flooring
 - New furniture and amenities
 - Refresh of handrails
 - Refinish caps
 - Remove light poles

EXHIBIT G-1

FORM OF TAX-EXEMPT RESIDENTIAL TIF NOTE

MAXIMUM AMOUNT:

\$8,000,000.00

UNITED STATES OF AMERICA**STATE OF ILLINOIS****COUNTY OF COOK****VILLAGE OF NORTHBROOK****SENIOR LIEN TAX-EXEMPT RESIDENTIAL TAX INCREMENT ALLOCATION REVENUE NOTE**

Registered Owner:	[To be inserted]
Interest Rate:	[20 yr uninsured BBA GO Bond Index +250 bp not to exceed 7.0%]
Dated Date:	[Insert TIF Note Closing Date]

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Northbrook, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date, as defined below, but solely from the sources hereinafter identified, the principal amount of this Note, which amount shall be determined as provided in that certain Redevelopment and Economic Incentive Agreement dated as of [Insert Date], 2019, by between, and among Northbrook Anchor Acquisition, LLC, NBC Resi JV 1, LLC and Westcoast Estates (the "Developer") and the Village, (the "Redevelopment Agreement"), up to the maximum principal amount of Eight Million Dollars and no Cents (\$8,000,000.00) (the "Maximum Amount"), and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement. The maturity date of the Note ("Maturity Date") shall be [Insert 20th Anniversary of TIF Note Closing Date] after which time the Village shall have no further obligation to make any payment of principal or interest of this Note or any further reimbursement for Redevelopment Project Costs except as specifically set forth in the Redevelopment Agreement. Principal shall be payable from the date of and in the amount stated in each Certification of Expenditure approved by the Village Manager pursuant to Section 10.G of the Redevelopment Agreement. Interest shall (i) be compounded annually; (ii) be tax-exempt; (iii) be computed on the basis of a 365-day year; and (iv) be payable on the principal amount stated in each Certification of Expenditure from the date of each such resolution. Principal of and interest on this Note are payable on [February 1] each year from the Pledged Amount that are available on deposit in the Account established pursuant to Section 10.E of the Redevelopment Agreement excluding the Administrative Allocation, until the earlier of (a) the payment of the Note in full, or (b) the Maturity Date. Payments on this Note shall be applied first to accrued but unpaid interest, second to current interest, and thereafter to principal. This Note may be (i) assigned to or pledged as collateral to any lender providing project financing, or (ii) sold or assigned to a Qualified Investment Buyer as defined under Rule 144A of the 1933 Securities Act. Notwithstanding the foregoing, the Registered Owner may transfer this Note at any time to (i) any entity controlling, controlled by or under common control with Registered Owner, or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Registered Owner.

This Note is being issued together with a Village of Northbrook Senior Lien Tax-Exempt Retail Tax Increment Allocation Revenue Note (the "Senior Retail Note") with which this Note shall be considered pari passu, and a Village of Northbrook, Illinois Junior Lien Taxable Tax Increment Allocation Revenue Note (the "Subordinate Note").

The principal of and interest on this Note at payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village (the, "Register") maintained by the Director of Finance of the Village, as registrar and paying agent (the "Registrar") hereof as shown on the Register at the close of business on the 15th day of the month

immediately prior to the applicable principal or interest payment date, and shall be paid by check, draft of the Registrar, or automated clearing house (ACH) direct deposit, payable in lawful money of the United States of America, electronically transmitted or mailed to the address of such Registered Owner as it appears on such registration books or at such other address or account furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal will be payable solely upon presentation of this Note at the principal office of the Registrar, or as otherwise directed by the Village.

This Note is issued by the Village in fully registered form to evidence the aggregate principal amount of this Note, up to the Maximum Amount, which is intended to reimburse the costs of certain eligible Redevelopment Project Costs incurred by the Developer in connection with the Redevelopment Project, which is a mixed-use residential and commercial retail project, as further described in the Redevelopment Agreement, in the Northbrook Court Redevelopment Area (the "Project Area") in the Village, which Project Area was established pursuant to Village of Northbrook Ordinance 2019-29, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and Ordinance No. 2019-[Insert Ord. Number] authorizing the issuance of this Note adopted by the Village Board of Trustees of the Village on [Insert Adoption Date], 2019 (the "Ordinance"), in all respects as by law required.

The Village has assigned and pledged certain rights, title and interest of the Village in and to certain incremental ad valorem tax revenues from the Project Area which the Village is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note, the Senior Retail Note, and the Subordinate Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note, and the terms and conditions under which the Note is issued and secured. THIS NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR IS IT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE VILLAGE NOTE IS PAYABLE SOLELY FROM PLEDGED TIF FUNDS FROM TIME TO TIME INTO THE TIF FUND. INSUFFICIENCY OF THE TIF FUND TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE VILLAGE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO VILLAGE NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE TIF FUNDS ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION. If the Pledged TIF Funds are insufficient to pay all the principal due under the Note, the Registered Owner shall have NO RECOURSE against the Village, provided that all Pledged TIF Funds, required to be deposited in the TIF Fund from time to time pursuant to the TIF Act and the Redevelopment Agreement have been deposited into the TIF Fund and the amount equal to the Pledged TIF Funds in each year has been used solely to pay amounts due under this Note (with the exception of the Administrative Allocation) in accordance with the amortization schedule adopted by the Village pursuant to the Redevelopment Agreement. The Registered Owner shall have NO RIGHT TO COMPEL the exercise of the taxing authority of the Village or to use any funds of the Village (other than the TIF Fund) for payment of the principal or interest due. The obligation of the Village to pay of principal and interest on the Subordinate Note are payable from Pledged TIF Funds subordinate to the payments to be made by the Village under this Note.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in _____, but only in the manner and subject to the limitations provided in the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same remaining principal amount, will be issued to the transferee in exchange herefor and upon the issuance of such new note this Note shall be surrendered and cancelled. This Note shall be executed and delivered as provided in the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; and that the issuance

of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village of Northbrook, Cook County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the Village President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of [INSERT DATE], 20____.

(SEAL)

Attest:

Village President

Village Clerk

Registrar and Paying Agent

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned Redevelopment Agreement and is the \$17,200,000.00 Tax-Exempt Tax Increment Allocation Revenue Note, Village of Northbrook, Cook County, Illinois.

Director of Finance/Treasurer

Date: _____

EXHIBIT G-2

FORM OF TAX-EXEMPT RETAIL TIF NOTE

MAXIMUM AMOUNT: [\$17,200,000 less the value of the Tax-Exempt Residential Note]

UNITED STATES OF AMERICA**STATE OF ILLINOIS****COUNTY OF COOK****VILLAGE OF NORTHBROOK****SENIOR LIEN TAX-EXEMPT RETAIL TAX INCREMENT ALLOCATION REVENUE NOTE**

Registered Owner:	[To be inserted]
Interest Rate:	[20 yr uninsured BBA GO Bond Index +250 bp not to exceed 7.0%]
Dated Date:	[Insert TIF Note Closing Date]

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Northbrook, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date, as defined below, but solely from the sources hereinafter identified, the principal amount of this Note, which amount shall be determined as provided in that certain Redevelopment and Economic Incentive Agreement dated as of **[Insert Date]**, 2019, by between, and among Northbrook Anchor Acquisition, LLC, NBC Resi JV 1, LLC and Westcoast Estates (the "Developer") and the Village, (the "Redevelopment Agreement"), up to the maximum principal amount of **[\$17,200,000 less the value of the Tax-Exempt Residential Note]** (\$_____) (the "Maximum Amount"), and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement. The maturity date of the Note ("Maturity Date") shall be **[Insert 20th Anniversary of TIF Note Closing Date]** after which time the Village shall have no further obligation to make any payment of principal or interest of this Note or any further reimbursement for Redevelopment Project Costs except as specifically set forth in the Redevelopment Agreement. Principal shall be payable from the date of and in the amount stated in each Certification of Expenditure approved by the Village Manager pursuant to Section 10.G of the Redevelopment Agreement. Interest shall (i) be compounded annually; (ii) be tax-exempt; (iii) be computed on the basis of a 365-day year; and (iv) be payable on the principal amount stated in each Certification of Expenditure from the date of each such resolution. Principal of and interest on this Note are payable on **[February 1]** each year from the Pledged Amount that are available on deposit in the Account established pursuant to Section 10.E of the Redevelopment Agreement excluding the Administrative Allocation, until the earlier of (a) the payment of the Note in full, or (b) the Maturity Date. Payments on this Note shall be applied first to accrued but unpaid interest, second to current interest, and thereafter to principal. This Note may be (i) assigned to or pledged as collateral to any lender providing project financing, or (ii) sold or assigned to a Qualified Investment Buyer as defined under Rule 144A of the 1933 Securities Act. Notwithstanding the foregoing, the Registered Owner may transfer this Note at any time to (i) any entity controlling, controlled by or under common control with Registered Owner, or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Registered Owner.

This Note is being issued together with a Village of Northbrook Senior Lien Tax-Exempt Residential Tax Increment Allocation Revenue Note (the "Senior Residential Note") with which this Note shall be considered *pari passu*, and a Village of Northbrook, Illinois Junior Lien Taxable Tax Increment Allocation Revenue Note (the "Subordinate Note").

The principal of and interest on this Note at payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village (the, "Register") maintained by the Director of Finance of the Village, as registrar and paying agent (the "Registrar") hereof as shown on the Register at the close of business on the 15th day of the month

immediately prior to the applicable principal or interest payment date, and shall be paid by check, draft of the Registrar, or automated clearing house (ACH) direct deposit, payable in lawful money of the United States of America, electronically transmitted or mailed to the address of such Registered Owner as it appears on such registration books or at such other address or account furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal will be payable solely upon presentation of this Note at the principal office of the Registrar, or as otherwise directed by the Village.

This Note is issued by the Village in fully registered form to evidence the aggregate principal amount of this Note, up to the Maximum Amount, which is intended to reimburse the costs of certain eligible Redevelopment Project Costs incurred by the Developer in connection with the Redevelopment Project, which is a mixed-use residential and commercial retail project, as further described in the Redevelopment Agreement, in the Northbrook Court Redevelopment Area (the "Project Area") in the Village, which Project Area was established pursuant to Village of Northbrook Ordinance 2019-29, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and Ordinance No. 2019-[Insert Ord. Number] authorizing the issuance of this Note adopted by the Village Board of Trustees of the Village on [Insert Adoption Date], 2019 (the "Ordinance"), in all respects as by law required.

The Village has assigned and pledged certain rights, title and interest of the Village in and to certain incremental ad valorem tax revenues from the Project Area which the Village is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note, the Senior Residential Note, and the Subordinate Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note, and the terms and conditions under which the Note is issued and secured. THIS NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR IS IT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE VILLAGE NOTE IS PAYABLE SOLELY FROM PLEDGED TIF FUNDS FROM TIME TO TIME INTO THE TIF FUND. INSUFFICIENCY OF THE TIF FUND TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE VILLAGE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO VILLAGE NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE TIF FUNDS ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION. If the Pledged TIF Funds are insufficient to pay all the principal due under the Note, the Registered Owner shall have NO RECOURSE against the Village, provided that all Pledged TIF Funds, required to be deposited in the TIF Fund from time to time pursuant to the TIF Act and the Redevelopment Agreement have been deposited into the TIF Fund and the amount equal to the Pledged TIF Funds in each year has been used solely to pay amounts due under this Note (with the exception of the Administrative Allocation) in accordance with the amortization schedule adopted by the Village pursuant to the Redevelopment Agreement. The Registered Owner shall have NO RIGHT TO COMPEL the exercise of the taxing authority of the Village or to use any funds of the Village (other than the TIF Fund) for payment of the principal or interest due. The obligation of the Village to pay of principal and interest on the Subordinate Note are payable from Pledged TIF Funds subordinate to the payments to be made by the Village under this Note.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in _____, but only in the manner and subject to the limitations provided in the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same remaining principal amount, will be issued to the transferee in exchange herefor and upon the issuance of such new note this Note shall be surrendered and cancelled. This Note shall be executed and delivered as provided in the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; and that the issuance

of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village of Northbrook, Cook County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the Village President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of [INSERT DATE], 20____.

(SEAL)

Attest:

Village President

Village Clerk

Registrar and Paying Agent

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned Redevelopment Agreement and is the \$_____ Tax-Exempt Tax Increment Allocation Revenue Note, Village of Northbrook, Cook County, Illinois.

Director of Finance/Treasurer

Date: _____

EXHIBIT G-3

FORM OF TAXABLE TIF NOTE**MAXIMUM AMOUNT:**

\$4,300,000.00

UNITED STATES OF AMERICA**STATE OF ILLINOIS****COUNTY OF COOK****VILLAGE OF NORTHBROOK****JUNIOR LIEN TAXABLE TAX INCREMENT ALLOCATION REVENUE NOTE**

Registered Owner:	[To Be Inserted]
Interest Rate:	[20 yr uninsured BBA GO Bond Index +250 bp not to exceed 7.0%]
Dated Date:	[Insert TIF Note Closing Date]

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Northbrook, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date, as defined below, but solely from the sources hereinafter identified, the principal amount of this Note, which amount shall be determined as provided in that certain Redevelopment and Economic Incentive Agreement dated as of **[Insert Date]**, 2019, by and between **[Insert Developer and Developer Parties]** (the "Developer") and the Village, (the "Redevelopment Agreement"), up to the maximum principal amount of Four Million Three Hundred Thousand Dollars and no Cents (\$4,300,000.00) (the "Maximum Amount"), and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement. The maturity date of the Note ("Maturity Date") shall be **[Insert 20th Anniversary of TIF Closing Date]** after which time the Village shall have no further obligation to make any payment of principal of this Note or any further reimbursement for Redevelopment Project Costs except as specifically set forth in the Redevelopment Agreement. Principal shall be payable from the date of and in the amount stated in each Certification of Expenditure approved by the Village pursuant to Section 10.G of the Redevelopment Agreement. Interest shall (i) be compounded annually; (ii) be taxable; (iii) be computed on the basis of a 365-day year; and (iv) be payable on the principal amount stated in each Certification of Expenditure from the date of each such resolution. Principal of and interest on this Note are payable on **[February 1]** each year from the Pledged Amount that are available on deposit in the Account established pursuant to Section 10.E of the Redevelopment Agreement excluding the Administrative Allocation, until the earlier of (a) the payment of the Note in full, or (b) the Maturity Date. Payments on this Note shall be applied first to accrued but unpaid interest, second to current interest, and thereafter to principal. The Registered Owner may transfer this Note at any time to (i) any entity controlling, controlled by or under common control with Registered Owner, or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Registered Owner.

This Note is being issued together with a Village of Northbrook, Illinois Senior Lien Tax-Exempt Residential Tax Increment Allocation Revenue Note (the "Senior Residential Note") and a Village of Northbrook, Illinois Senior Lien Tax-Exempt Retail Tax Increment Allocation Revenue Note (the "Senior Retail Note")

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as registrar and paying agent (the "Registrar"), and shall be paid by check, draft of the Registrar, or automated clearing house (ACH) direct deposit, payable in lawful money of the United States of America, electronically transmitted or mailed to the address of such Registered Owner as it appears on such registration books or at such other address or account furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal will be payable

solely upon presentation of this Note at the principal office of the Registrar, _____, Illinois
_____ or as otherwise directed by the Village.

This Note is issued by the Village in fully registered form to evidence the aggregate principal amount of this Note, up to the Maximum Amount, which is intended to reimburse the costs of certain eligible Redevelopment Project Costs incurred by the Developer in connection with the Redevelopment Project, which is a mixed-use residential and commercial retail project, as further described in the Redevelopment Agreement, in the Northbrook Court Redevelopment Area (the "Project Area") in the Village, which Project Area was established pursuant to Village of Northbrook Ordinance 2019-29, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and Ordinance No. 2019-[*Insert Ord. Number*] authorizing the issuance of this Note adopted by the Village Board of Trustees of the Village on [*Insert Adoption Date*], 2019 (the "Ordinance"), in all respects as by law required.

The Village has assigned and pledged certain rights, title and interest of the Village in and to certain incremental ad valorem tax revenues from the Project Area which the Village is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on the Senior Residential Note, the Senior Retail Note, and this Note. The payment of any principal and interest on this Note is subordinate to the payment of principal and interest on the Senior Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note, and the terms and conditions under which the Note is issued and secured. THIS NOTE IS SUBORDINATE TO THE SENIOR RESIDENTIAL NOTE AND THE SENIOR RETAIL NOTE AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR IS IT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE VILLAGE NOTE IS PAYABLE SOLELY FROM PLEDGED TIF FUNDS FROM TIME TO TIME INTO THE TIF FUND TO THE EXTENT TIF FUNDS ARE AVAILABLE AFTER THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SENIOR RESIDENTIAL NOTE AND THE SENIOR RETAIL NOTE. INSUFFICIENCY OF THE TIF FUND TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE VILLAGE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO VILLAGE NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE TIF FUNDS ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION. If the Pledged TIF Funds are insufficient to pay all the principal due under the Note, the Registered Owner shall have NO RECOURSE against the Village, provided that all Pledged TIF Funds, required to be deposited in the TIF Fund from time to time pursuant to the TIF Act and the Redevelopment Agreement have been deposited into the TIF Fund and the amount equal to the Pledged TIF Funds in each year has been used solely to pay amounts due under this Note (with the exception of the Administrative Allocation) in accordance with the amortization schedule adopted by the Village pursuant to the Redevelopment Agreement. The Registered Owner shall have NO RIGHT TO COMPEL the exercise of the taxing authority of the Village or to use any funds of the Village (other than the TIF Fund) for payment of the principal or interest due.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Northbrook, Illinois, but only in the manner and subject to the limitations provided in the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same remaining principal amount, will be issued to the transferee in exchange herefor and upon the issuance of such new note this Note shall be surrendered and cancelled. This Note shall be executed and delivered as provided in the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village of Northbrook, Cook County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the Village President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of [INSERT DATE], 20____.

(SEAL)

Attest:

Village President

Village Clerk

Registrar and Paying Agent:

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned Redevelopment Agreement and is the \$4,300,000.00 Junior Lien Taxable Tax Increment Allocation Revenue Note, Village of Northbrook, Cook County, Illinois.

Date: _____

EXHIBIT H

ELIGIBLE COSTS

Property assembly costs , including without limitation demolition and site preparation costs for the Redevelopment Project such as grading, utilities, environmental remediation, storm water improvements, and new parking lots	\$9-11 Million
Public improvements , including lawns and other outdoor areas and amenities	\$3-5 Million
Public improvements , including streetscape improvements and landscaping	\$2-3 Million
Public improvements , including restrooms and elevators	\$1-1.5 Million
Costs of rehabilitation , reconstruction, repair, or remodeling of existing private buildings, including new western exterior façade of Northbrook Court	\$2-2.5 Million
Property assembly costs that are “Eligible Land Acquisition Costs” as defined in Section 2 of the Agreement	The lesser of (a) one-half of the land acquisition costs incurred by the Residential Developer to acquire the Residential Parcel or (b) \$4.5 million
Not-to-Exceed Total Eligible Costs for Redevelopment Project	\$21.5 Million

Note: In addition to the above stated costs, the Village shall pay, in accordance with and subject to the Agreement (i) amounts sufficient to pay customary and reasonable costs associated with the issuance of the TIF Notes and, if the TIF Notes are sold, capitalized interest (accrued at the interest rates set forth in Section 10.B.2 of this Agreement) and necessary debt service reserve funds for the TIF Notes, which amounts will be included within the not-to-exceed amount of \$21.5 million and (2) annual interest payments (other than capitalized interest) on the TIF Notes, which amounts will be over and above the not-to-exceed amount of \$21.5 million.

EXHIBIT I

FORM OF CERTIFICATION REQUEST

To: Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attention: Village Manager

From: **[DEVELOPER]**

Subject: Redevelopment and Economic Incentive Agreement dated **[INSERT DATE]**, by, between, and among the Village of Northbrook, Brookfield Properties, Ryan Companies US, Inc. Northbrook Anchor Acquisition, LLC, Westcoast Estates, and **[Insert Developer]**, ("**Redevelopment Agreement**")

Date: _____

This represents Certification Request No. ____ requesting the Village Manager authorize a Certificate of Expenditure approving the certification of the Redevelopment Project Costs detailed in the attached schedule. The undersigned hereby certifies that:

- i. The Developer actually incurred such Redevelopment Project Costs;
- ii. Such Redevelopment Project Costs are also "redevelopment project costs" as defined in the TIF Act;
- iii. For any Redevelopment Project Costs relating to public or private improvements, the Village Engineer has determined that, based upon an inspection, these improvements have been completed in accordance with the Final Development Plan and this Agreement;
- iv. Reimbursement is permitted pursuant to the Redevelopment Agreement, the Redevelopment Plan, and the TIF Act; and
- v. The Developer is not in default or breach of any obligation under the Redevelopment Agreement which constitutes an Event of Default.

Terms capitalized herein have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

[DEVELOPER]

By: _____

Its: _____

ATTACHMENTS TO CERTIFICATION REQUEST

1. Schedule of Redevelopment Project Costs
2. Sworn statements and lien waivers
3. Bills, contracts, and invoices

[Other documents or information required by the Village pursuant to Section 10.G of the Redevelopment Agreement.]

EXHIBIT J

FORM OF SALES TAX REBATE NOTE

PRINCIPAL FACE AMOUNT

\$5,500,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF NORTHBROOK
\$5,500,000.00 SALES TAX REVENUE NOTE

Registered Owner:	[To Be Inserted]
Interest Rate:	6.0% compounded annually
Date of Issuance:	[Insert Sales Tax Note Closing Date], 2019

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Northbrook, County of Cook, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date, as defined below, but solely from the sources hereinafter identified, the principal amount of \$5,500,000.00 (the "Principal") and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above, as set forth in Section 11.A of that certain Redevelopment and Economic Incentive Agreement with an Effective Date of [Insert Date], (the "Redevelopment Agreement"), by and between the Village and [Insert Developer and Developer Parties] (the "Developer"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference. The maturity date of the Note ("Maturity Date") shall be [Insert 20th Anniversary of Sales Tax Closing Date], after which time the Village shall have no further obligation to make any payment of principal or interest of this Note.

Principal of and interest on this Note is payable annually from the Pledged Sales Tax Funds on the Annual Tax Rebate Payment Date in the manner described in Section 11.C of the Redevelopment Agreement and Ordinance No. 2019-[Insert Ordinance Number] authorizing the issuance of this Note adopted by the Corporate Authorities of the Village [INSERT DATE], 20__ ("Note Ordinance"). Payments on this Note shall be applied solely to Principal. Interest shall (i) be compounded annually; (ii) be taxable; and (iii) be computed on the basis of a 365-day year. Principal of and interest on this Note are payable on Annual Tax Rebate Payment Date each year from the Pledged Sales Tax Funds that are available, until the earlier of (a) the payment of the Note in full, or (b) the Maturity Date. Payments on this Note shall be applied first to accrued but unpaid interest, second to current interest, and thereafter to principal.

The Principal of this Note is payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as registrar and paying agent (the "Registrar"), at the close of business on the Annual Tax Rebate Payment Date (as defined in the Redevelopment Agreement) and shall be paid by check or draft of the Registrar, or automated clearing house (ACH) direct deposit, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address or account furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of Principal on this Note will be payable solely upon presentation of this Note at the principal office of the Registrar 1225 Cedar Street, Northbrook, Illinois 60062 or as otherwise directed by the Village.

This Note is issued by the Village in fully registered form to evidence the Principal face amount of this Note, which is intended to reimburse certain costs incurred by the Developer in connection with the Overall Project, which is further described in the Redevelopment Agreement.

The Village has assigned and pledged certain rights, title and interest of the Village in and to certain Pledged Sales Taxes from the Mall Property, which the Village is entitled to receive pursuant to applicable law, to pay the principal and interest of this Note. Reference is hereby made to the Note Ordinance and the Redevelopment Agreement, for a description, among others, with respect to the determination, custody, and application of said revenues, the nature and extent of such security with respect to this Note, and the terms and conditions under which this Note is issued and secured. If the Pledged Sales Tax Funds are insufficient to pay all the principal and interest due under this Note, the Registered Owner shall have NO RECOURSE against the Village, provided that all Pledged Sales Tax Funds required to be allocated for payment of this Note by the Redevelopment Agreement have been used solely to pay amounts due under this Note. The Registered Owner shall have NO RIGHT TO COMPEL the exercise of the taxing authority of the Village or to use any funds of the Village for payment of any principal or interest due under this Note.

This Note is transferable by the Registered Owner hereof only to (i) any entity controlling, controlled by or under common control with [**Developer**] or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in [**Developer**]. This Note is transferable by the Registered Owner hereof only in person or by its attorney duly authorized in writing at the principal office of the Registrar in Northbrook, Illinois, but only in the manner and subject to the limitations provided in the Redevelopment Agreement. Upon such transfer, a new note of authorized denomination of the same maturity and for the same remaining principal amount will be issued to the transferee in exchange herefor and upon the issuance of such new note this Note shall be surrendered and cancelled. This Note shall be executed and delivered as provided in the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts, and things required by law to exist, to happen, or to be done or performed precedent to the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village of Northbrook, Cook County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the Village President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 2019.

(SEAL)

Attest:

Village President

Village Clerk

Registrar and Paying Agent: Director of Finance of
the Village of Northbrook, Cook County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
Redevelopment Agreement and is the
\$5,500,000.00 Sales Tax Revenue Note, Village of
Northbrook, Cook County, Illinois.

Director of Finance/Treasurer

Date: _____

EXHIBIT K

TRANSFEE ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 20____, by, between and among [**Developer and Developer's Parties**] ("**Developer**"), [**TRANSFEE**] ("**Transferee**") and the **VILLAGE OF NORTHBROOK**, Illinois, an Illinois home rule municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, pursuant to that certain agreement dated _____ 20____, the Transferee agreed to purchase fee title to certain parcels of property situated in Cook County, Illinois and legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof (collectively, the "**Property**"); and

WHEREAS, as a condition to the above described transaction, the Developer and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment and Economic Incentive Agreement dated [**INSERT DATE**], 2019 by and between the Village of Northbrook and the [**Developer and the Developer Parties**] and recorded in the Office of the Cook County Recorder on _____ 2019, as Document No. _____, as amended from time to time ("**Redevelopment Agreement**");

NOW, THEREFORE, in consideration of the agreement of the Transferee to acquire the Property and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Developer, and the Transferee as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.
2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Developer or the Developer Parties as defined in the Redevelopment Agreement.
3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 9 of the Redevelopment Agreement. Upon execution of this Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security to the Developer. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require.
4. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Redevelopment Agreement

or by applicable Village codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Developer from any personal liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF NORTHBROOK

Village Clerk

By: _____
Village President

ATTEST:

By: _____

ATTEST:

[DEVELOPER]

By: _____

ATTEST:

[TRANSFEREE]

By: _____

Its: _____

EXHIBIT L**TENTATIVE PLAT**

Tentative Plat of Subdivision of Northbrook Court," consisting of seven sheets and prepared by V3 Engineers, with a latest revision date of May 2, 2019.

EXHIBIT M

DEPICTION OF ADJACENT MALL PROJECT

Ordinance (ID # 4903)

An Ordinance Approving the Northbrook Court Subject Property Site Plan and Operating Conditions (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

Passed by the Board of Trustees, 6/11/2019
Printed and Published 6/11/2019

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 4903)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Approving the Northbrook Court Subject Property Site Plan and Operating Conditions (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Subject Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions the Subject Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**").

On [INSERT DATE] 2019, the President and the Board of Trustees of the Village ("**Corporate Authorities**") adopted Ordinance No. 2019-[INSERT] Approving a Redevelopment and Economic Incentive Agreement ("**Redevelopment Agreement**") with the Applicant and NBC Resi JV 1 LLC, a Delaware limited liability company ("**Operator**") (collectively with the Applicants, the "**Developer Parties**") and Authorizing the Issuance of TIF and Sales Tax Incentive Notes in support of the Redevelopment Project.

The Subject Property is the sole property classified in the C-4 Regional Shopping District. The provisions of the Northbrook Zoning Code (1988), as amended ("**Zoning Code**"), governing the C-4 District are narrowly tailored to reflect the existing conditions and permitted uses on the Subject Property. Section 5-109 B1 of the Zoning Code incorporates the terms, conditions, and provisions of the following ordinances governing the Subject Property:

- (i) Ordinance No. 93-66 "An Ordinance Regulating the Development of the Northbrook Court Shopping Center Property" adopted December 14, 1993;
- (ii) Ordinance No. 95-50 "An Ordinance Amending Ordinance No. 93-66 Regarding the Northbrook Court Shopping Center" adopted October 30, 1995; and
- (iii) Ordinance No. 01-34 "An Ordinance Amending Ordinance No. 93-66 and Paragraph 5-109 B1 of the Northbrook Zoning Code Creating a New Crate & Barrel Outlot at the Northbrook Court Shopping Center" adopted April 24, 2001.

(collectively, the "**Subject Property Regulation Ordinances**").

To accomplish the Redevelopment Project, both the provisions of the Zoning Code governing the C-4 District and the Subject Property Regulation Ordinances must be updated and amended to accurately reflect and permit the proposed uses and improvements to be included in the Redevelopment

Project. On [INSERT DATE] the Board of Trustees adopted Ordinance No. 2019-[INSERT] amending provisions of the Zoning Code regulating the C-4 District and the references to the Subject Property Regulation Ordinances.

The President and the Board of Trustees have determined that it is in the best interest of the Village and its residents to amend and restate the terms, conditions, and obligations of the Subject Property Regulation Ordinances in accordance with the terms and conditions of this Ordinance (“*Requested Relief*”)

Section 2. DESCRIPTION OF PROPERTY.

The Subject Property is commonly known as 1315-1825 Lake Cook Road, which is legally described in *Exhibit A* attached to and, by this reference, made a part of this Ordinance. The Subject Property is located within the C-4 Regional Shopping District.

Section 3. PUBLIC MEETINGS & HEARINGS.

A public hearing was duly advertised in *The Northbrook Star* on February 14, 2019 and held at the Plan Commission's regular meeting on March 5, 2019. The public hearing was subsequently continued to the April 4 and May 7, 2019 Plan Commission meetings. On May 21, 2019, the Plan Commission recommended, by Plan Commission Resolution No. 19-PC-05, that the President and the Board of Trustees approve the Requested Relief.

Section 4. REPEAL OF PRIOR ORDINANCES.

Immediately upon the effective date of this Ordinance, the Subject Property Regulations Ordinances shall be repealed and shall be of no further force and effect. This Ordinance shall supersede and replace the Subject Property Regulations in their entirety.

Section 5. DEFINITIONS.

For the purposes of this Ordinance and the regulation of the Subject Property, the following terms shall have the following meanings:

A. “*Anchor Tenant Spaces*” means the large tenant spaces located on Lots G, H, and I currently occupied by AMC Theatres, Neiman Marcus, and Lord & Taylor.

B. “*Mall Building*” means the Northbrook Court Shopping Center building which is generally located on Lots H, G, I, and new Lots [INSERT] on the Parcel Map of the Subject Property.

C. “*Subject Property*” means that certain assemblage of real estate parcels on which the Northbrook Court shopping mall is located, consisting of approximately 95 acres, which is located on the south side of Lake Cook Road, west of Lee Road, north of the Tri-State Tollway, and east of the residential development commonly known as the “Courts of Northbrook”. The common addresses and property index numbers for the parcels comprising the Subject Property are listed in *Exhibit A*.

D. “*Owners*” means those certain legal title holders of each and every real estate parcel comprising the Subject Property listed in *Exhibit C*.

E. “*Subject Property Site Plan*” means the “Northbrook Court Subject Property Site Plan” prepared by Omniplan Architects, consisting of one sheet, with a latest revision date of May 15, 2019 that is attached to and, by this reference, made a part of this Ordinance as *Exhibit B*.

The Subject Property Site Plan for the Subject Property, shall be, and is hereby, approved in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village.

Section 7. SUBJECT PROPERTY PARCELS AND CURRENT OWNERSHIP.

The Subject Property consists of the those parcels depicted the Northbrook Court Parcel Exhibit, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**. For reference purposes only, the legal title holder to each parcel as of the effective date of this Ordinance is listed in **Exhibit D** of this Ordinance.

Section 8. SPECIAL REGULATIONS CONCERNING THE NORTHBROOK COURT SHOPPING CENTER PROPERTY.

In addition to all applicable use and development regulations of the Zoning Code, including, without limitation, the C-4 Regional Shopping District Regulations, the use and development of the Subject Property shall be subject to, and conducted in strict accordance with, the Northbrook Court Development Regulations set forth below. In the event of a conflict between the otherwise applicable regulations of the Zoning Code and the Northbrook Court Development Regulations, the Northbrook Court Development Regulations shall control.

A. Site Plan. The Subject Property shall be developed and maintained in strict accordance with the Site Plan. The Site Plan is a depiction of the footprint of all buildings, the designated parking areas, and the internal road network allowed on the Subject Property. No building shall be permitted on the Subject Property that is not in strict accordance with the Site Plan, except for minor alterations approved by the Village Manager.

B. Signs. The erection, construction, enlargement, expansion, alteration, operation, maintenance, relocation, and removal of all signs on the Subject Property shall be governed by the applicable provisions of the Northbrook Municipal Code and the Northbrook Zoning Code (1988), as amended, including specifically, but without limitation, Section 9-106 of the Zoning Code.

Section 9. EFFECTIVE DATE.

This Ordinance shall be effective only upon the occurrence of all of the following events:

A. its passage, approval, and publication in pamphlet form in the manner required by law; and

B. the recordation of the Final Northbrook Court Plat of Subdivision as required by the Redevelopment Agreement.

Scheduled: 6/11/2019

ATTEST:

Village Clerk

Village President

EXHIBIT A**PARCELS COMPRISING THE SUBJECT PROPERTY**

Commonly known as 1315, 1415, 1455, 1515, 1525, 1555, 1775 1819, and 1825 Lake Cook Road.

P.I.N.s: 04-03-101-010
04-03-101-011
04-03-101-012
04-03-101-015
04-03-101-016
04-03-101-018
04-03-101-126
04-03-101-127
04-03-101-128
04-03-200-007
04-03-200-010
04-03-200-011
04-03-200-014
04-03-200-019
04-03-200-020
04-03-200-027
04-03-200-028
04-03-200-030
04-03-200-088

Attachment: Exhibits A-D (4903 : Ordinance Approving Northbrook Ct Mall Property Site Plan and Operating Conditions)

EXHIBIT B

SITE PLAN

Attachment: Exhibits A-D (4903 : Ordinance Approving Northbrook Ct Mall Property Site Plan and Operating Conditions)

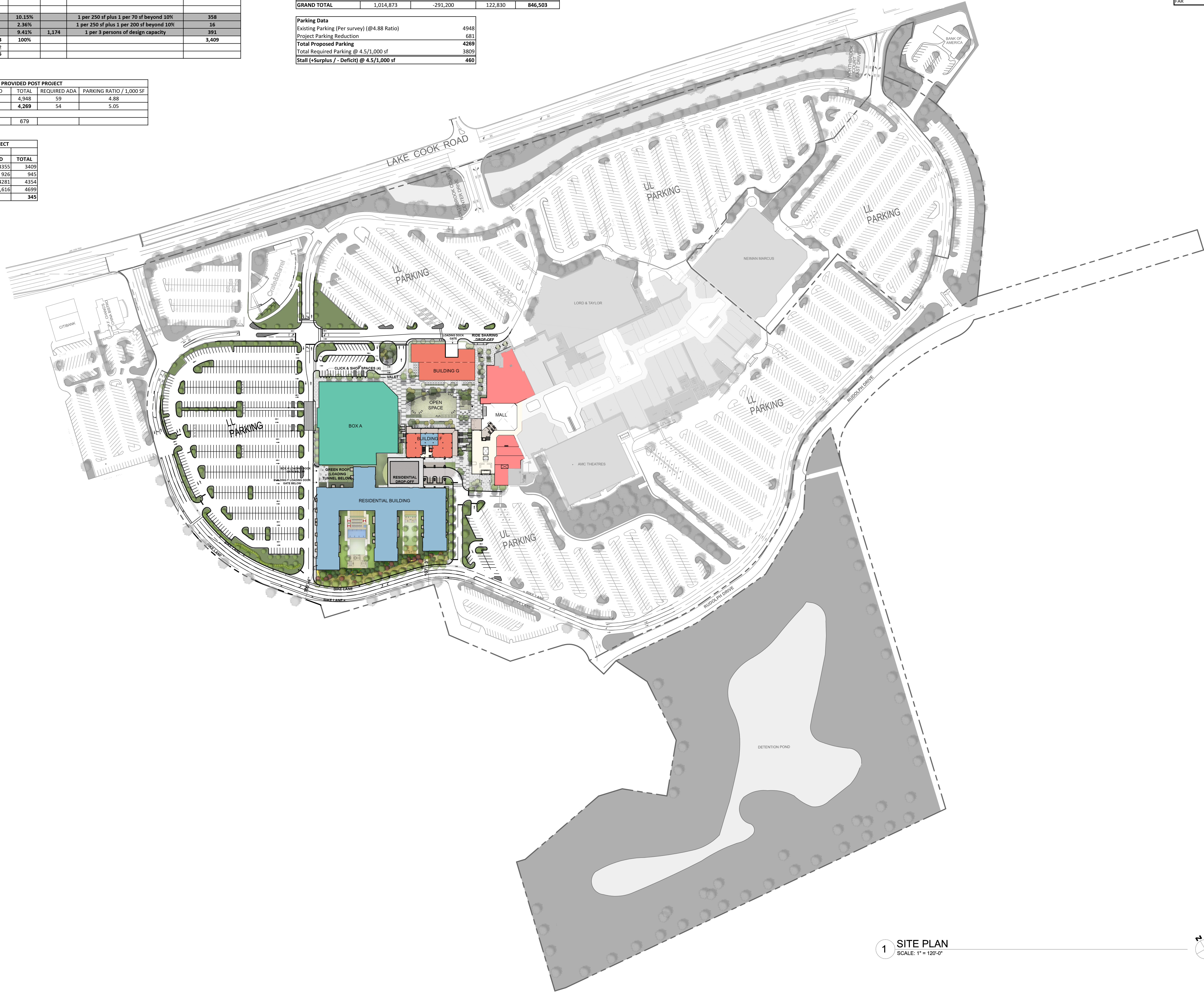
Parking Data	
Existing Parking (Per survey) (@4.88 Ratio)	4948
Project Parking Reduction	681
Total Proposed Parking	4269
Total Required Parking @ 4.5/1,000 sf	3809
Stall (+Surplus / - Deficit) @ 4.5/1,000 sf	460

NEW DEVELOPMENT					
	USE	GROSS FLOOR AREA (SF)	NET FLOOR AREA (SF)	FLOOR AREA USED FOR BUILDING COVERAGE CALCULATION	HEIGHT (FT-IN)
BUILDING F	RETAIL/RES. AMENITY	32,267	21,315	**	*42'-4"
BUILDING G	RESTAURANT	18,800	18,500	18,900	28'-6"
BOX A	RETAIL	71,000	69,696	71,000	35'-0"
RESIDENTIAL	RESIDENTIAL	379,000	324,000	72,884	80'-0"
TOTAL		501,067	433,511	162,784	

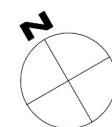
TOTAL LOT AREA	785,602 SF
BUILDING COVERAGE	20.7%
FAR	0.638

RETAIL PARKING PROVIDED POST PROJECT					
	ADA	STANDARD	TOTAL	REQUIRED ADA	PARKING RATIO / 1,000 SF
EXISTING	85	4,863	4,948	59	4.88
PROPOSED	74	4,195	4,269	54	5.05
PROJECT REDUCTION			679		

OVERALL PARKING ANALYSIS POST PROJECT			
	ADA	STANDARD	TOTAL
RETAIL REQUIRED	54	3355	3409
RESIDENTIAL REQUIRED	19	926	945
TOTAL REQUIRED	73	4281	4354
TOTAL PROPOSED	83	4,616	4699
PARKING SURPLUS BEYOND CODE			345



1 SITE PLAN
SCALE: 1" = 120'-0"



PROJECT NO:

17044.000

PROPOSED PLANS

SITE PLAN SUBMITTAL

05/15/19

30

Packet Pg. 23

Main 214 826 7080
www.omniplan.com
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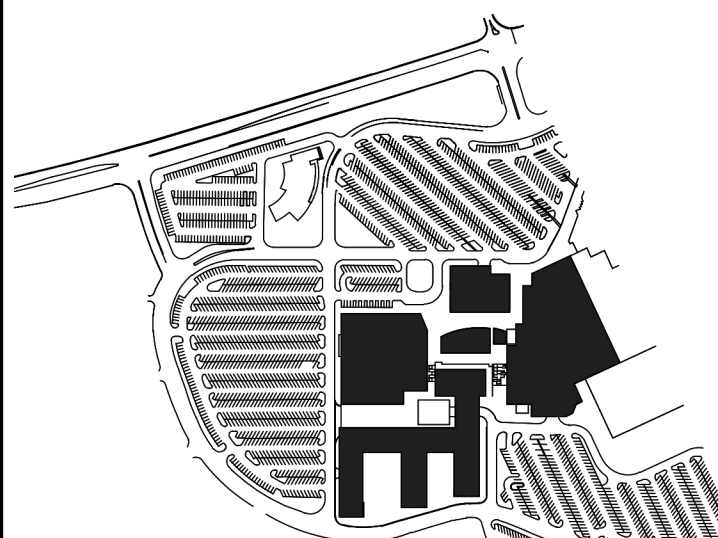


studioOutside

Brookfield Properties

RYAN

NORTHBROOK COURT



KEY PL

5	Site Plan Submittal Revision 5	05/15/19
4	Site Plan Submittal Revision 4	05/14/19
3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

PROJECT NO:

17044.000

PROPOSED PLANS

SITE PLAN SUBMITTAL

05/15/19

30

Packet Pg. 23

EXHIBIT C
SUBJECT PROPERTY PARCEL MAP

Attachment: Exhibits A-D (4903 : Ordinance Approving Northbrook Ct Mall Property Site Plan and Operating Conditions)



EXHIBIT D**SUBJECT PROPERTY PARCEL OWNERSHIP AS OF MAY 2019**

Real Estate Parcels	PIN(s)	Current (or Proposed) Occupant/Use	Current Legal Title Holder
New Lot 1	Part of 04-03-101-018* Part of 04-03-200-028* 04-03-101-126*	Proposed: Retail Redevelopment (includes grocer, restaurants and communal green space)	Northbrook Anchor Acquisition, LLC
New Lot 2	04-03-200-030 (except for that portion to be included in Lot 6)* 04-03-200-020*	Main Mall Parcel (includes enclosed mall, certain portions of surface parking and ring road) Exit Road Land, East Entrance	Westcoast Estates
New Lot 3	04-03-200-014* 04-03-200-010*	Rudolph Drive	Westcoast Estates
New Lot 4	04-03-200-011	Detention Pond	Westcoast Estates
New Lot 5	Part of 04-03-101-018* Part of 04-03-200-028*	Proposed: Retail and Residential Redevelopment (includes restaurants and residential amenity area)	Northbrook Anchor Acquisition, LLC
New Lot 6	Part of 04-03-101-018* Part of 04-03-200-028* Part of 04-03-200-030*	Proposed: Residential Redevelopment (includes an approximately 315 unit apartment complex with covered parking and other amenities)	Northbrook Anchor Acquisition, LLC Westcoast Estates
Lot A	04-03-101-015	Citibank	Pacific Illinois, LLC (Not Applicant Owned)
Lots B & C	04-03-101-016 04-03-101-012	PF Chang's PF Chang's Parking	Westcoast Estates
Lots D&E	04-03-101-010 04-03-101-011	Crate & Barrel	Westcoast Estates
Lot F	04-03-101-127 04-03-101-128	Parking Lot West Side	Westcoast Estates
Lot G	04-03-200-007	Lord & Taylor	Westcoast Estates
Lot H	04-03-200-027	AMC Theater	Westcoast Estates
Lot I	04-03-200-088	Neiman Marcus	Northbrook Enterprises Corp. (Not Applicant Owned)
Lot J	04-03-200-008	Bank of America	Chicago Title Land Trust Co. Trust No. 114768-01 (Not Applicant Owned)

*New PIN to be assigned to these new lots following recordation of the final Plat of Subdivision.

Resolution (ID # 4815)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Tentative Plat of Subdivision (Northbrook Court Shopping Center – Docket No. PCD-18-16)

is hereby adopted, as follows:

Section 1. Recitals.

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions the Mall Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**").

On [INSERT DATE] 2019, the President and the Board of Trustees of the Village ("**Corporate Authorities**") adopted Ordinance No. 2019-[INSERT] Approving a Redevelopment and Economic Incentive Agreement ("**Redevelopment Agreement**") with the Applicant and NBC Resi JV 1 LLC, a Delaware limited liability company ("**Operator**") (collectively with the Applicants, the "**Developer Parties**") and Authorizing the Issuance of TIF and Sales Tax Incentive Notes in support of the Redevelopment Project.

A public hearing was duly advertised in *The Northbrook Star* on February 14, 2019 and held at the Plan Commission's regular meeting on March 5, 2019. The public hearing was subsequently continued to the April 4 and May 7, 2019 Plan Commission meetings. On May 21, 2019, the Plan Commission recommended, by Plan Commission Resolution No. 19-PC-06, that the President and the Board of Trustees approve the Comprehensive Plan Amendment.

Section 2. Approval of Tentative Plat. Subject to and contingent upon the conditions set forth in Section 3 of this Resolution, the Tentative Plat of Subdivision for the Property, prepared by V3 and consisting of seven sheets, with the most recent revision date of [May ____], 2019, ("**Tentative Plat**") is hereby approved.

Section 3. Condition.

The approval of the Tentative Plat shall not be deemed or interpreted as authorizing or entitling the Developer Parties to develop or improve the Property in any manner whatsoever unless and until the Redevelopment Agreement is executed by all parties and recorded against the Mall Property.

Section 4. Submission of Final Plat.

Upon submission of a complete application for approval of the Final Northbrook Court Plat of Subdivision and pursuant to and in accordance with Paragraph 3-203 D of the Subdivision Code and the terms of the Redevelopment Agreement, this matter shall be referred to the Plan Commission for processing of the Final Northbrook Court Plat of Subdivision. The Final Northbrook Court Plat of Subdivision shall be submitted by the Developer Parties for review and approval by the Village within the

time limits set forth in the Redevelopment Agreement.

10.E

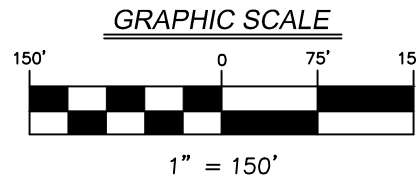
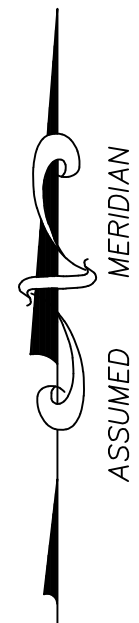
Section 5. Effective Date. This Resolution shall be in full force and effect upon, but not before, its passage in the manner required by law.

Scheduled: 6/11/2019

ATTEST:

Village Clerk

Village President

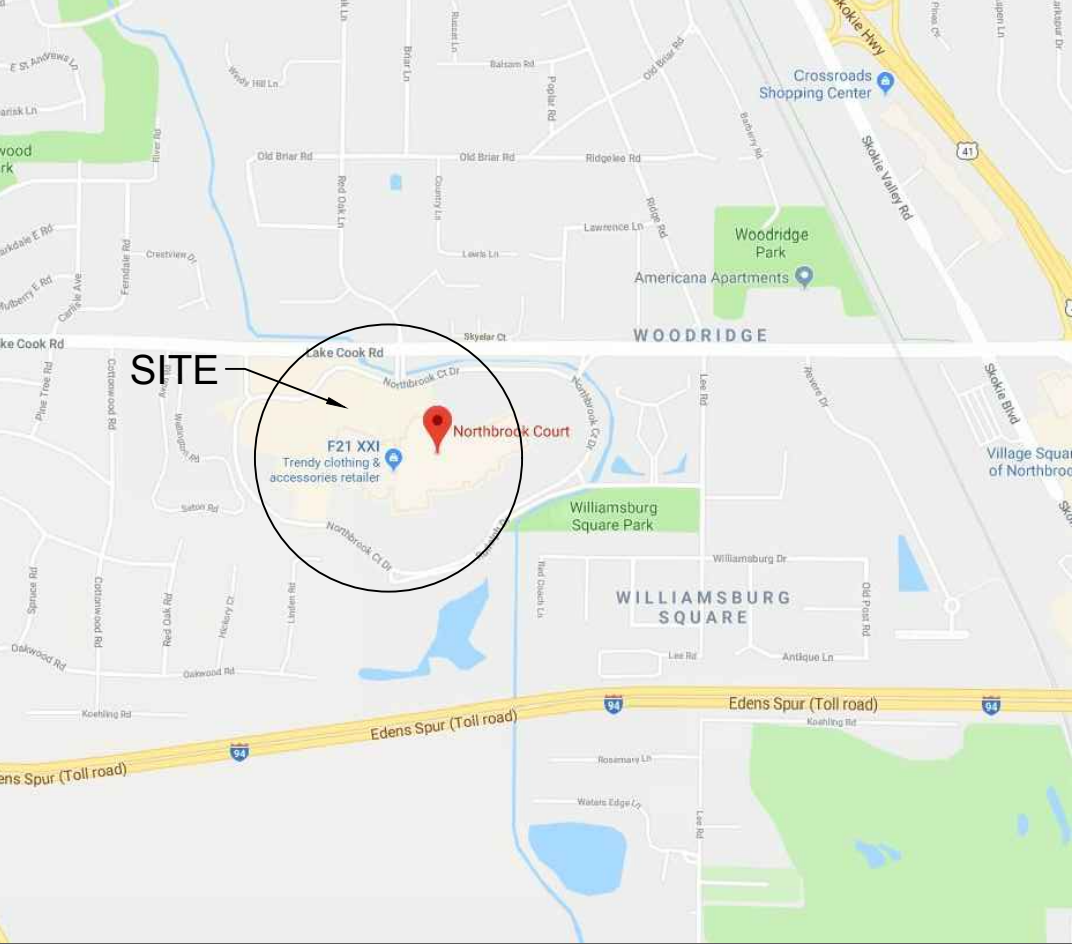
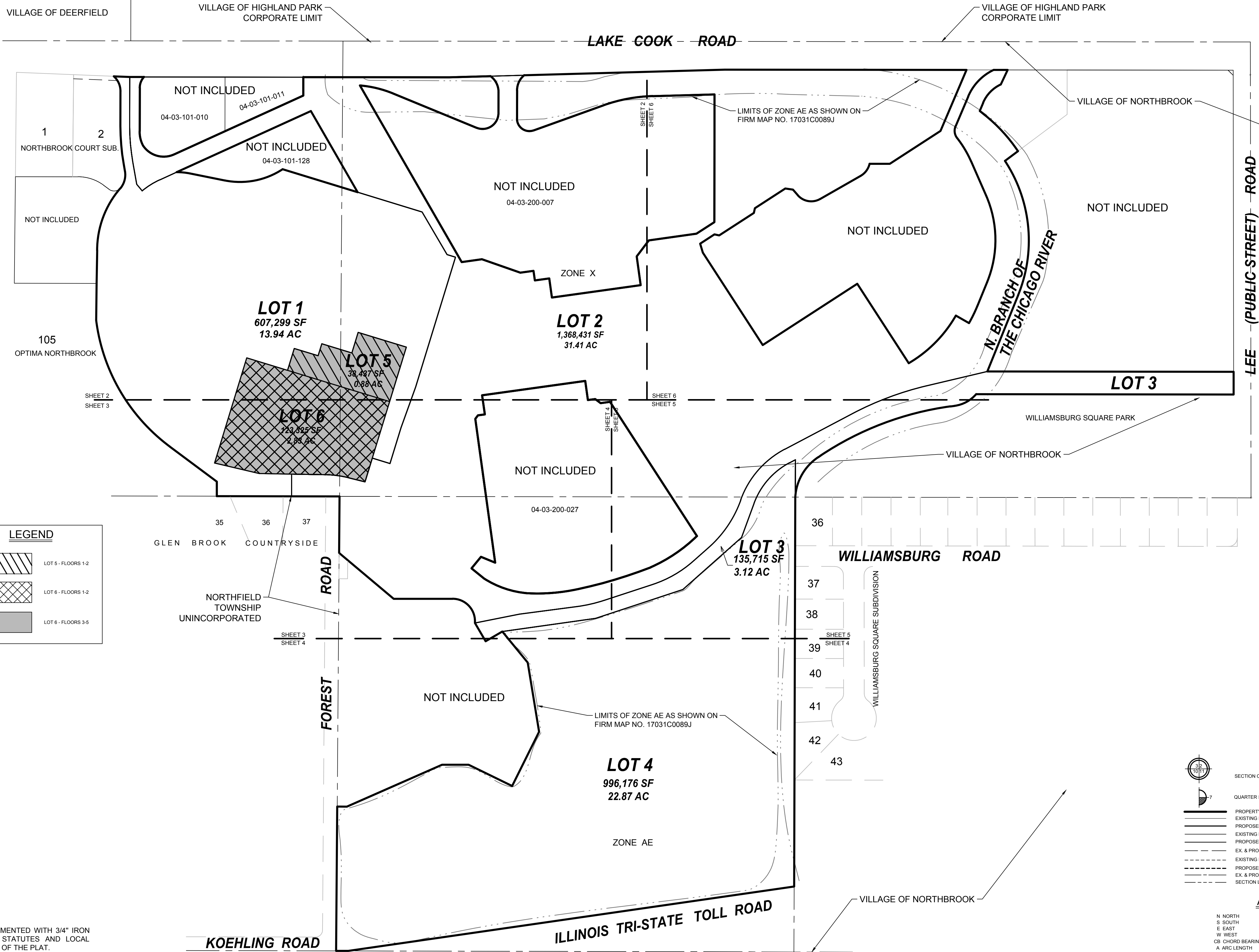


BASIS OF BEARINGS

ASSUMED THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST 1/4 OF SECTION 3-42-12 TO BE: S 00° 10' 24" W

TENTATIVE PLAT OF SUBDIVISION OF NORTHBROOK COURT

PART OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE

FLOOD HAZARD NOTE

PART OF THIS PROPERTY IS IN AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) AND PART IS IN FLOODWAY AREAS (ZONE AE) WITH BASE FLOOD ELEVATION DETERMINED AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF COOK COUNTY, ILLINOIS AND INCORPORATED AREAS (MAP NO. 17031C0089J) MAP REVISED AUGUST 19, 2008.

OWNER/DEVELOPER

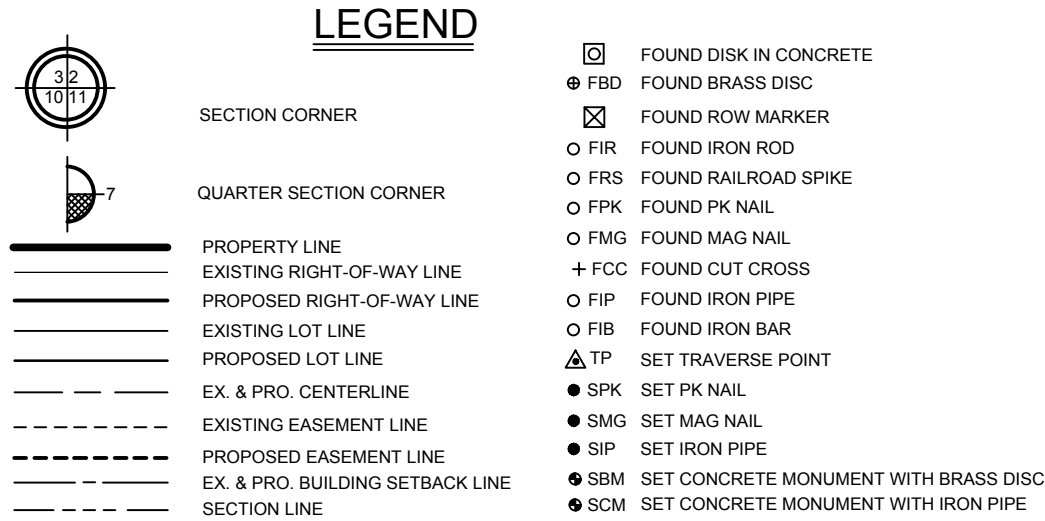
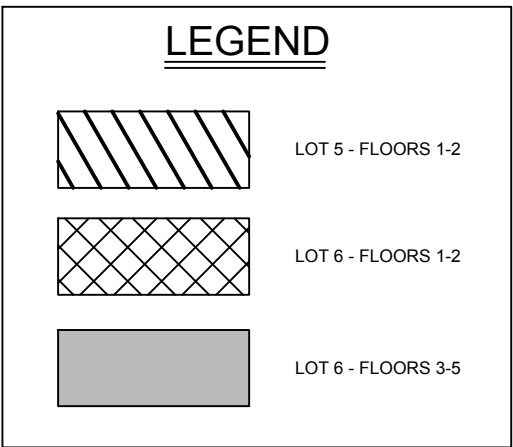
Brookfield Properties Retail
350 N. Orleans Street
Chicago, Illinois 60654
312 960 2826
Contact: Jim Kreps, AIA

DEVELOPER

RYAN Companies
111 Shuman BLVD, STE. 400
Naperville, Illinois 60563
630 328 1100
Contact: Brett Bunke, AIA

ENGINEER / SURVEYOR

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200



LEGEND

ABBREVIATIONS

N NORTH
S SOUTH
E EAST
W WEST
CB CHORD BEARING
A ARC LENGTH
R RADIUS
U.E. UTILITY EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
EX EXISTING
PRO. PROPOSED
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVATURE
PRC POINT OF REVERSE CURVATURE
PT POINT OF TANGENCY
(REG) RECORD DATUM
MEAS. MEASURED DATUM
[CALC.] CALCULATED DATUM
<DEED> INFORMATION TAKEN FROM DEED
ETBE EXCEPTION TO BLANKET EASEMENT
M.U.E. MUNICIPAL UTILITY EASEMENT
I.E. INGRESS & EGRESS EASEMENT

SURVEYOR'S NOTES:

- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
- SUBDIVIDED LOTS AND EXTERIOR BOUNDARY CORNERS SHALL BE MONUMENTED WITH 3/4" IRON PIPES, UNLESS SHOWN OTHERWISE, IN CONFORMANCE WITH STATE STATUTES AND LOCAL SUBDIVISION CONTROL ORDINANCES WITHIN 18 MONTHS OF RECORDATION OF THE PLAT.
- SETBACKS AND EASEMENTS SHOWN HEREON ARE PER ALTA / ACSM LAND TITLE SURVEY PREPARED BY GREMLEY & BIEDERMAN, DATED APRIL 14, 2011.

PREPARED FOR:

GGP
350 N. Orleans Street, Suite 300
Chicago, IL 60654
312.960.0199

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	01-17-19	INITIAL COMMENTS	7	05-02-19	REVISED PER CLIENT COMMENTS
2	01-24-19	REVISED PER VILLAGE COMMENTS			
3	03-14-19	REVISED PER CLIENT COMMENTS			
4	03-19-19	REVISED PER CLIENT COMMENTS			
5	04-17-19	REVISED PER CLIENT COMMENTS			
6	04-30-19	REVISED PER CLIENT COMMENTS			

TENTATIVE PLAT OF SUBDIVISION

NORTHBROOK COURT

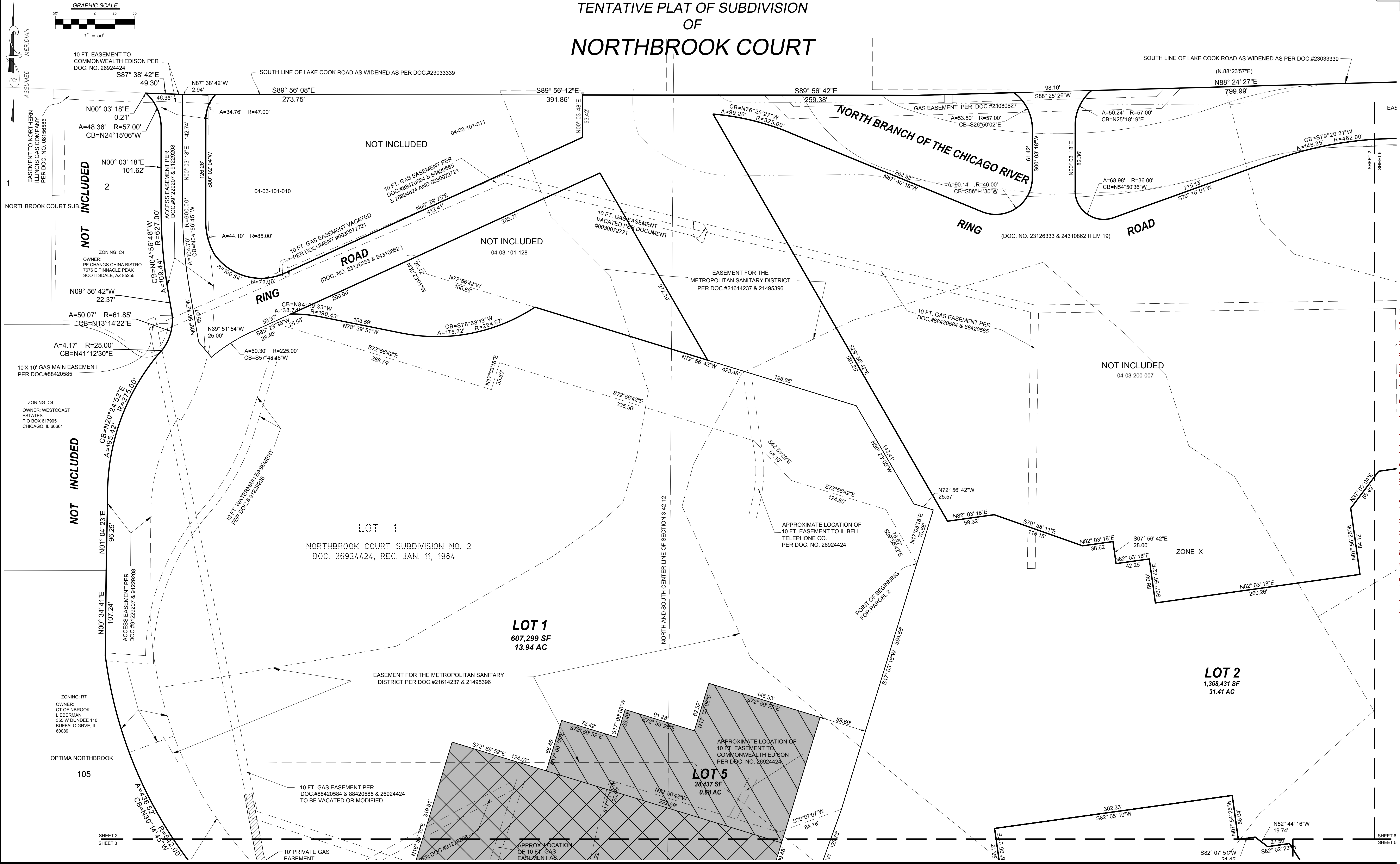
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FIELD WORK COMPLETED:	N/A	CHECKED BY:	CDB	SCALE:	1" = 150'	Group No:	VP04.1
						SHEET NO.	1 of 7




Engineers
Scientists
Surveyors

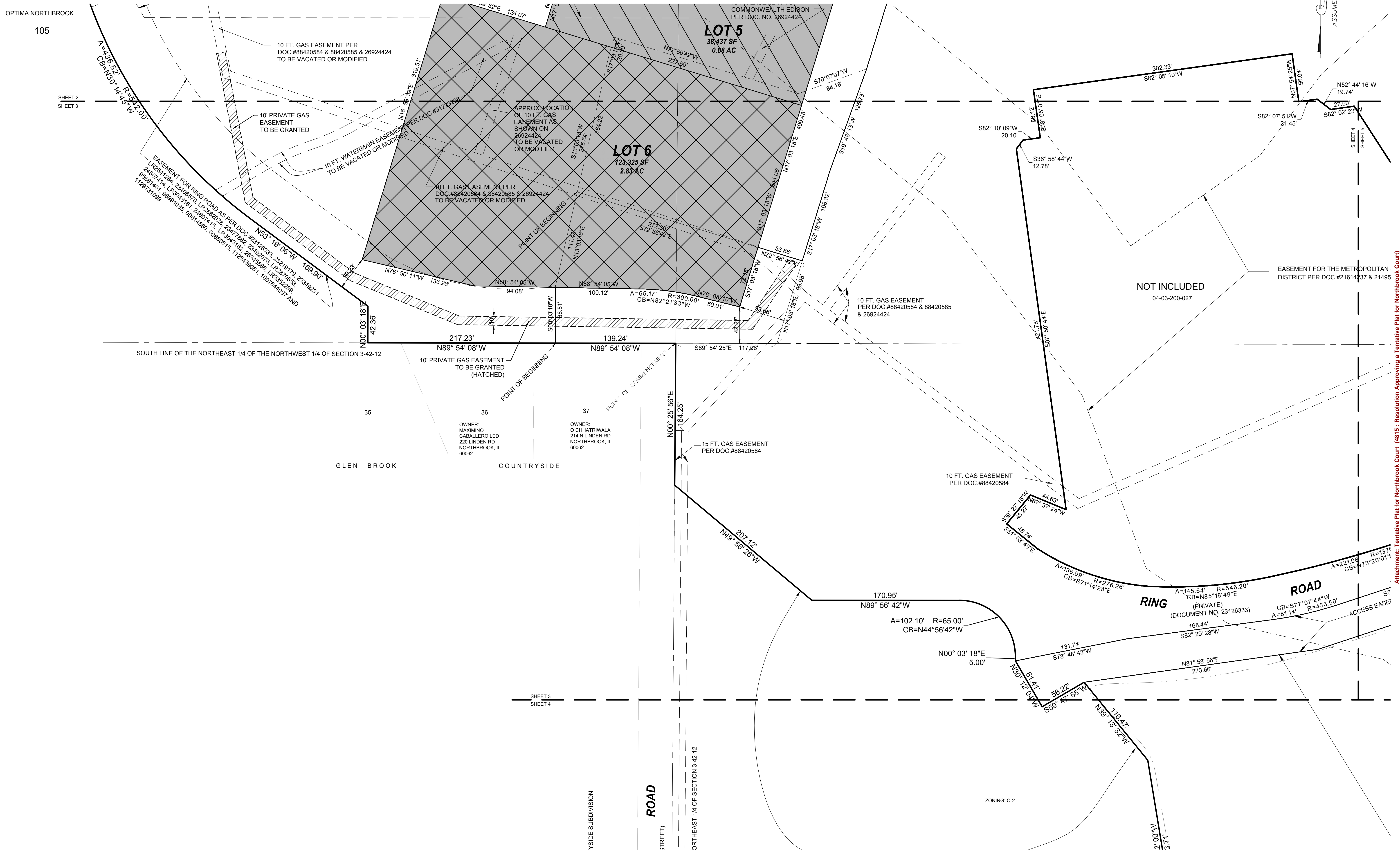
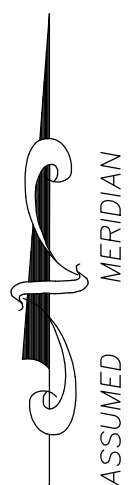
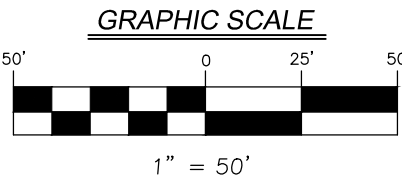
7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

TENTATIVE PLAT OF SUBDIVISION
OF
NORTHBROOK COURT



	Engineers	7325 Janes Avenue, Suite 100	<div>PREPARED FOR:</div> <div>GGP</div> <div>350 N. Orleans Street, Suite 300</div> <div>Chicago, IL 60654</div> <div>312.960.0199</div>	NO.			REVISIONS			TENTATIVE PLAT OF SUBDIVISION			Project No: 18091	
	Scientists	Woodridge, IL 60517		1			7			NORTHBROOK COURT			Group No: VP04.1	
	Surveyors	630.724.9200 voice		2			05-02-19			DRAFTING COMPLETED: 10-26-18			DRAWN BY: SPK	
		630.724.0384 fax		3						PROJECT MANAGER: CDB			SHEET NO.	
		v3co.com		4						FIELD WORK COMPLETED: N/A			CHECKED BY: CDB	
			5						SCALE: 1" = 50'			2 of 7		
			6									Packet Pg. 240		

TENTATIVE PLAT OF SUBDIVISION
OF
NORTHBROOK COURT



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
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630.724.9200 voice
630.724.0384 fax
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350 N. Orleans Street, Suite 300
Chicago, IL 60654
312.960.0199

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	01-17-19	INITIAL COMMENTS	7	05-02-19	REVISED PER CLIENT COMMENTS
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4	03-19-19	REVISED PER CLIENT COMMENTS			
5	04-17-19	REVISED PER CLIENT COMMENTS			
6	04-30-19	REVISED PER CLIENT COMMENTS			

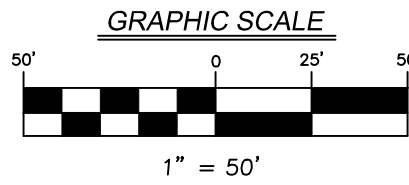
TENTATIVE PLAT OF SUBDIVISION

NORTHBROOK COURT

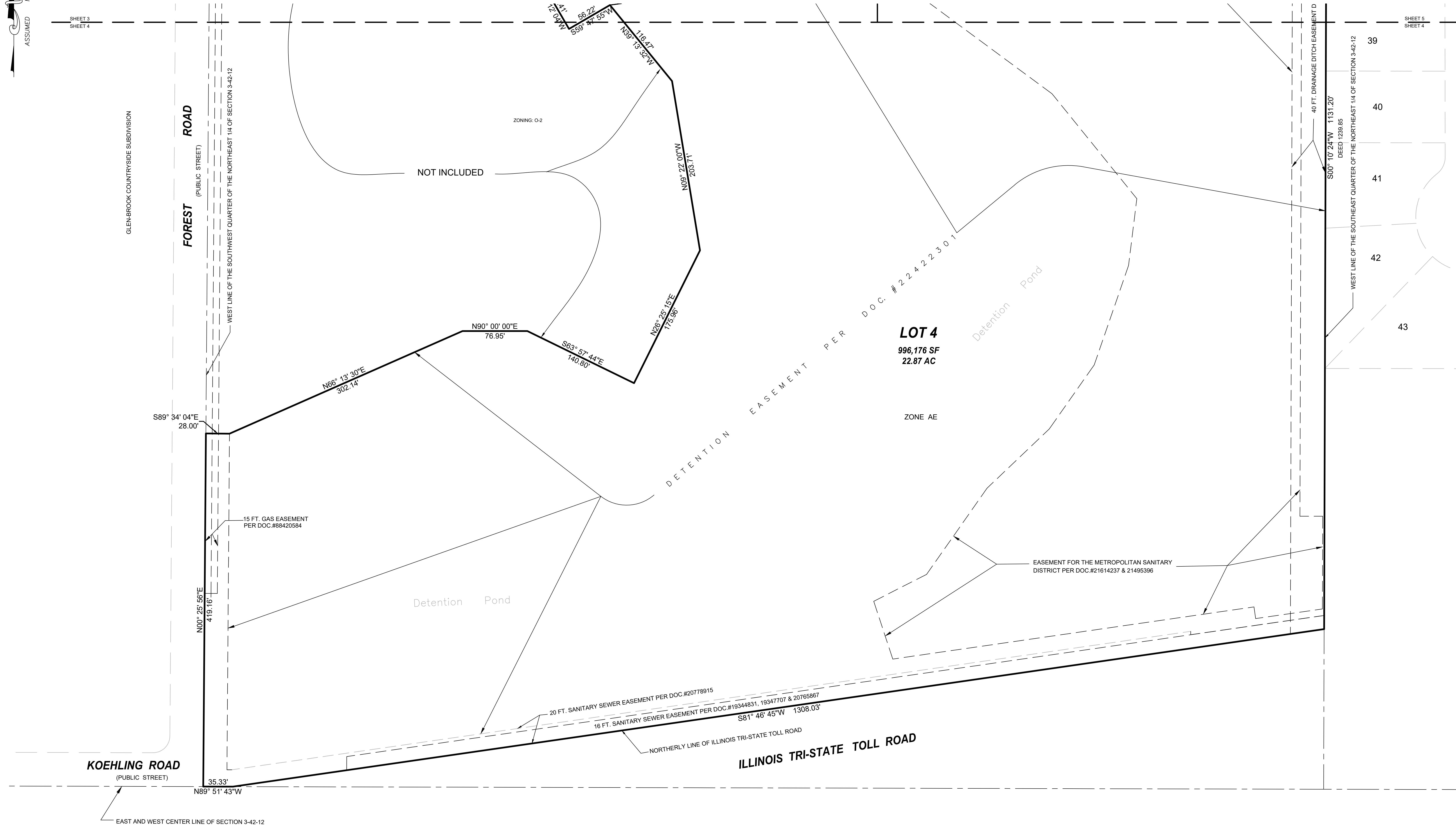
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FIELD WORK COMPLETED: N/A
DRAWN BY: SPK
CHECKED BY: CDB
PROJECT MANAGER: CDB
SCALE: 1" = 50'

Project No: 18091
Group No: VP04.1

SHEET NO.
3 of 7



TENTATIVE PLAT OF SUBDIVISION
OF
NORTHBROOK COURT



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:

GGP

350 N. Orleans Street, Suite 300
Chicago, IL 60654
312.960.0199

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
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6	04-30-19	REVISED PER CLIENT COMMENTS			

TENTATIVE PLAT OF SUBDIVISION

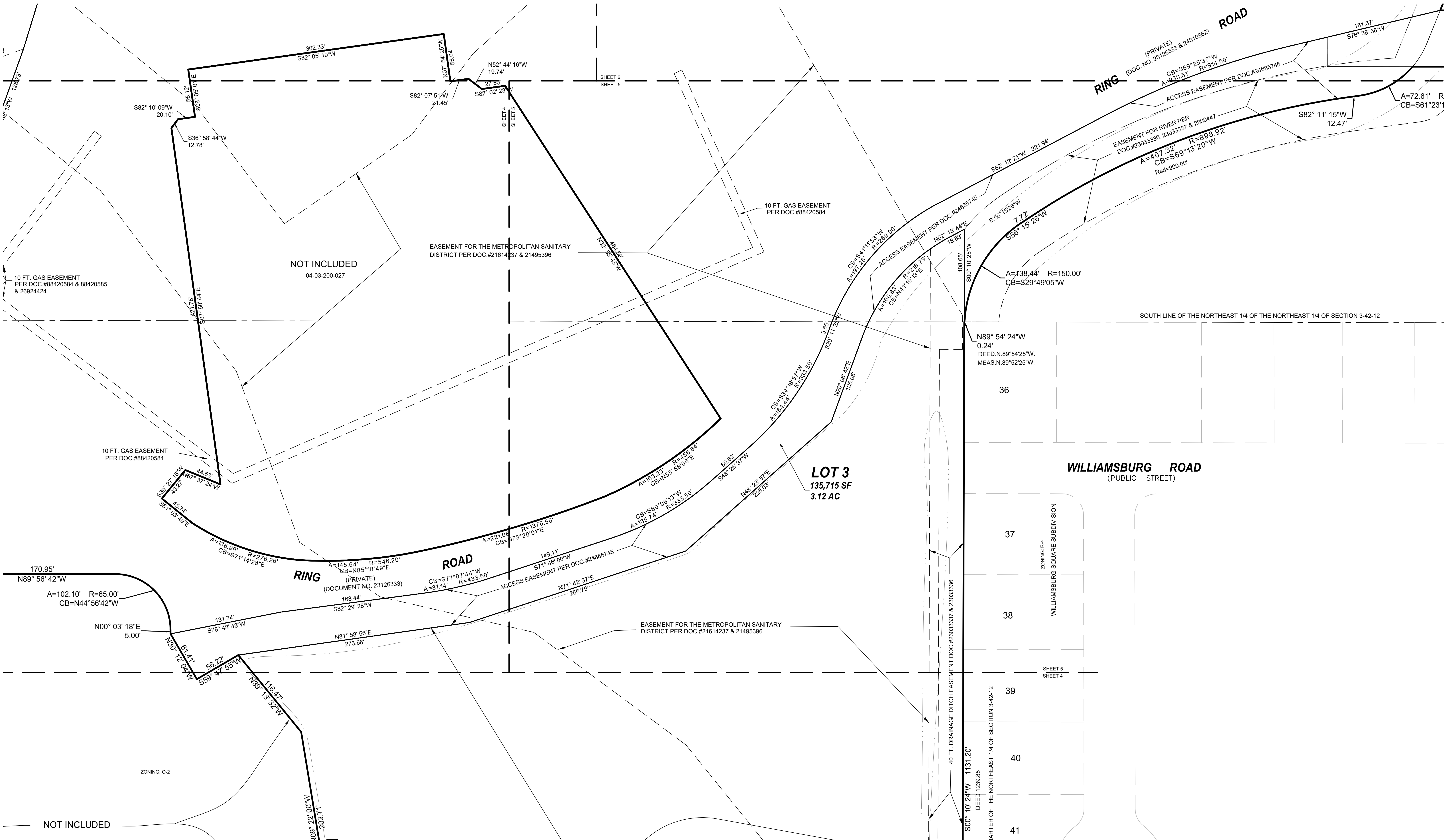
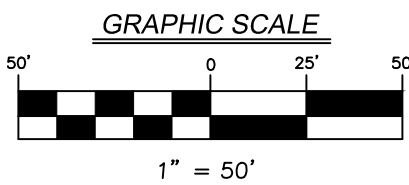
NORTHBROOK COURT

DRAFTING COMPLETED:	10-26-18	DRAWN BY:	SPK	PROJECT MANAGER:	CDB
FIELD WORK COMPLETED:	N/A	CHECKED BY:	CDB	SCALE:	1" = 50'

Project No: 18091
Group No: VP04.1

SHEET NO.
4 of 7

TENTATIVE PLAT OF SUBDIVISION
OF
NORTHBROOK COURT



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

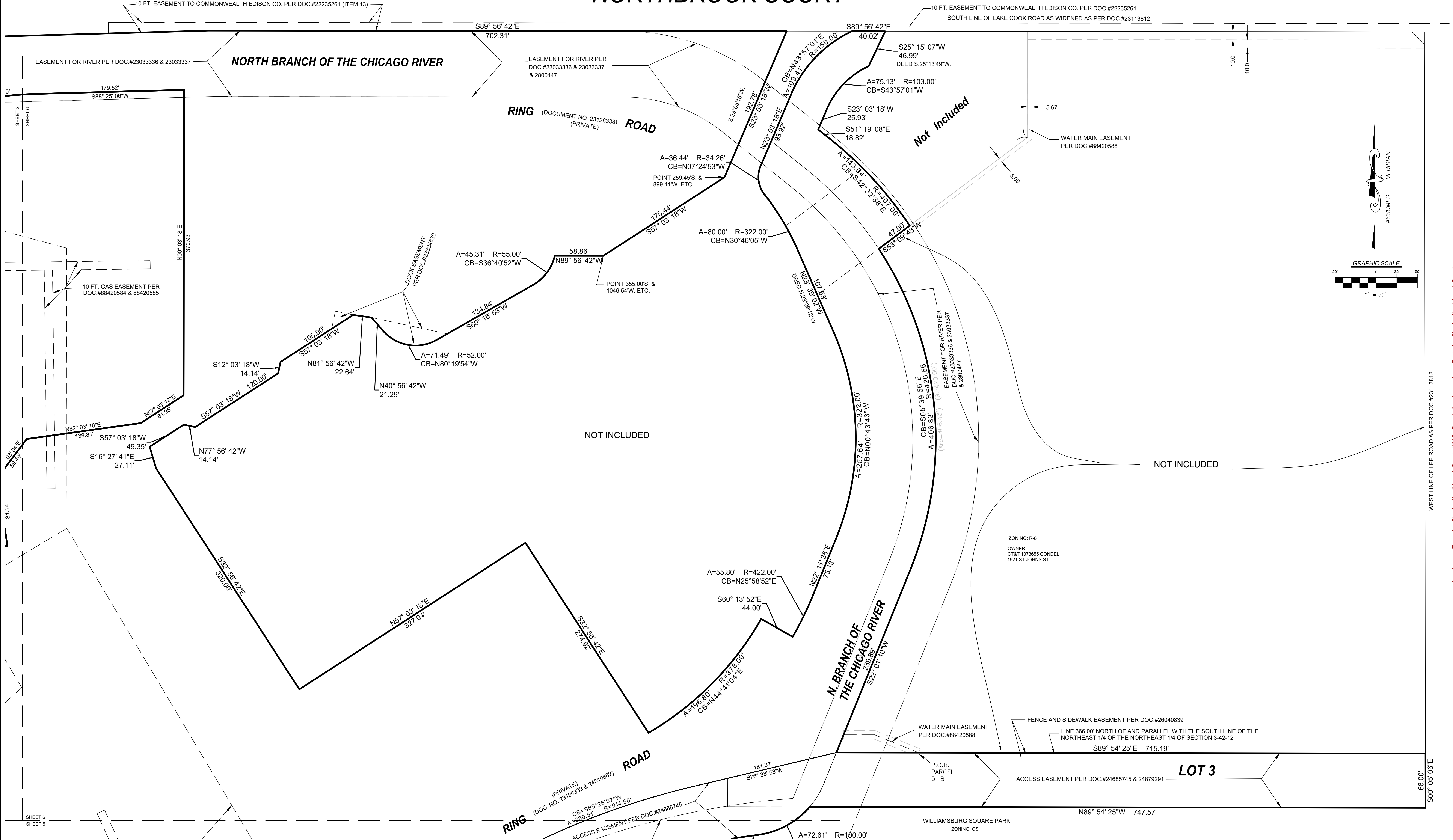
PREPARED FOR:
GGP
350 N. Orleans Street, Suite 300
Chicago, IL 60654
312.960.0199


REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
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6	04-30-19	REVISED PER CLIENT COMMENTS			

TENTATIVE PLAT OF SUBDIVISION				Project No:	18091
NORTHBROOK COURT				Group No:	VP04.1
DRAFTING COMPLETED:	10-26-18	DRAWN BY:	SPK	PROJECT MANAGER:	CDB
FIELD WORK COMPLETED:	N/A	CHECKED BY:	CDB	SCALE:	1" = 50'
				SHEET NO.	5 of 7

TENTATIVE PLAT OF SUBDIVISION
OF
NORTHBROOK COURT

LAKE COOK (PUBLIC STREET) ROAD





Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
GGP
350 N. Orleans Street, Suite 300
Chicago, IL 60654
312.960.0199

NO.			DATE			DESCRIPTION		
1	01-17-19	INITIAL COMMENTS	7	05-02-19	REVISED PER CLIENT COMMENTS			
2	01-24-19	REVISED PER VILLAGE COMMENTS						
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4	03-19-19	REVISED PER CLIENT COMMENTS						
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6	04-30-19	REVISED PER CLIENT COMMENTS						

TENTATIVE PLAT OF SUBDIVISION
NORTHBROOK COURT

DRAFTING COMPLETED: 10-26-18
FIELD WORK COMPLETED: N/A

DRAWN BY: SPK
CHECKED BY: CDB

PROJECT MANAGER: CDB
SCALE: 1" = 50'

Project No: 18091
Group No: VP04.1
SHEET NO. 6 of 7

Packet Pg. 244

TENTATIVE PLAT OF SUBDIVISION
OF
NORTHBROOK COURT

THAT PART OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, THENCE NORTH 89 DEGREES, 54 MINUTES, 08 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 3, A DISTANCE OF 139.24 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 66.51 FEET; THENCE NORTH 13 DEGREES, 03 MINUTES, 18 SECONDS EAST A DISTANCE OF 275.64 FEET; THENCE NORTH 17 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 72 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 222.59 FEET; THENCE NORTH 70 DEGREES, 07 MINUTES, 07 SECONDS EAST, A DISTANCE OF 84.18 FEET; THENCE NORTH 17 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 324.00 FEET; THENCE NORTH 29 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 78.57 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 124.80 FEET; THENCE NORTH 42 DEGREES, 59 MINUTES, 29 SECONDS WEST, A DISTANCE 68.10 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 355.56 FEET THENCE SOUTH 17 DEGREES, 03 MINUTES, 18 SECONDS WEST A DISTANCE OF 35.50 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 288.74 FEET; THENCE SOUTH 65 DEGREES, 29 MINUTES, 25 SECONDS WEST A DISTANCE OF 28.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 60.30 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 225.00 FEET; THENCE NORTH 39 DEGREES, 51 MINUTES, 54 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 9 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 65.97 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY 104.72 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, AND HAVING A RADIUS OF 600.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 142.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 87 DEGREES, 38 MINUTES, 42 SECONDS EAST A DISTANCE OF 2.95 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES, 56 MINUTES, 08 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 273.75 FEET; THENCE SOUTH 00 DEGREES, 03 MINUTES, 18 SECONDS WEST A DISTANCE OF 197.99 FEET; THENCE SOUTH 86 DEGREES, 30 MINUTES, 35 SECONDS EAST A DISTANCE OF 114.30 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 157.25 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 170.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES, 29 MINUTES, 27 SECONDS EAST A DISTANCE OF 98.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 89.45 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 146.50 FEET TO A POINT; THENCE NORTH 00 DEGREES, 03 MINUTES, 08 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 197.99 FEET; THENCE SOUTH 86 DEGREES, 30 MINUTES, 35 SECONDS EAST A DISTANCE OF 114.30 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 157.25 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 170.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES, 29 MINUTES, 27 SECONDS EAST A DISTANCE OF 98.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 89.45 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 146.50 FEET TO A POINT; THENCE NORTH 00 DEGREES, 03 MINUTES, 08 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE-COOK ROAD AS WIDENED, A DISTANCE OF 799.97 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST A DISTANCE OF 702.31; THENCE SOUTH 23 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 192.78 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 175.44 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 58.87 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 45.32 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 55.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60 DEGREES, 16 MINUTES, 53 SECONDS WEST, A DISTANCE OF 134.81 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 71.49 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, AND HAVING A RADIUS OF 52.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 21.29 FEET; THENCE NORTH 81 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 22.64 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 12 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 77 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 14.14 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 27.11 FEET; THENCE SOUTH 12 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 320.00 FEET; THENCE NORTH 57 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 327.04 FEET; THENCE SOUTH 32 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 274.92 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 196.80 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 378.00 FEET; THENCE SOUTH 60 DEGREES, 13 MINUTES, 52 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 55.80 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 422.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 22 DEGREES, 11 MINUTES, 35 SECONDS EAST, A DISTANCE OF 75.13 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 257.64 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, AND HAVING A RADIUS OF 322.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES, 39 MINUTES, 12 SECONDS WEST, A DISTANCE OF 107.53 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 80.00 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 322.00 FEET TO A POINT OF REVERSE CURVE; THENCE NORTH 36.44 FEET, ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, AND HAVING A RADIUS OF 34.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES, 03 MINUTES, 18 SECONDS EAST A DISTANCE OF 93.92 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 109.44 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 150.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED AS PER DOCUMENT NUMBER 23113812; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 25 DEGREES, 13 MINUTES, 46 SECONDS WEST, A DISTANCE OF 46.96 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 75.15 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 103.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 25.92 FEET TO A POINT; THENCE SOUTH 51 DEGREES, 19 MINUTES, 08 SECONDS EAST A DISTANCE OF 18.82 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 143.05 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 467.00 FEET TO A POINT; THENCE SOUTH 53 DEGREES, 09 MINUTES, 43 SECONDS WEST A DISTANCE OF 47.07 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY 406.43 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, AND HAVING A RADIUS OF 420.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22 DEGREES, 01 MINUTE, 10 SECONDS WEST, A DISTANCE OF 240.30 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 54 MINUTES, 25 SECONDS EAST ALONG A LINE 366.00 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 3 A DISTANCE OF 715.19 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 3, ALSO BEING THE WEST LINE OF LEE ROAD AS PER DOCUMENT NUMBER 23113812; THENCE SOUTH 00 DEGREES, 05 MINUTES, 06 SECONDS EAST A DISTANCE OF 66.00 FEET ALONG SAID LINES TO A POINT OF INTERSECTION WITH A LINE 300.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 3; THENCE NORTH 89 DEGREES, 54 MINUTES, 25 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 747.57 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 72.82 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 100.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 82 DEGREES, 11 MINUTES, 15 SECONDS WEST, A DISTANCE OF 12.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 407.32 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 900.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 56 DEGREES, 15 MINUTES, 26 SECONDS WEST, A DISTANCE OF 7.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 138.42 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89 DEGREES, 54 MINUTES, 25 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 0.24 FEET TO THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 3 AFORESAID THENCE SOUTH 00 DEGREES, 10 MINUTES, 24 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 3 AFORESAID, 1239.85 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF ILLINOIS TRI-STATE TOLL ROAD; THENCE SOUTH 81 DEGREES, 46 MINUTES, 45 SECONDS WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 1308.03 FEET TO A POINT OF INTERSECTION WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE NORTH 89 DEGREES, 51 MINUTES, 43 SECONDS WEST ALONG SAID CENTER LINE, A DISTANCE OF 35.33 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 3; THENCE NORTH 00 DEGREES, 25 MINUTES, 56 SECONDS EAST A DISTANCE OF 419.16 FEET; THENCE SOUTH 89 DEGREES, 34 MINUTES, 04 SECONDS EAST A DISTANCE OF 28.00 FEET; THENCE NORTH 66 DEGREES, 13 MINUTES, 30 SECONDS EAST, A DISTANCE OF 302.14 FEET; THENCE DUE EAST A DISTANCE OF 76.95 FEET; THENCE SOUTH 63 DEGREES, 57 MINUTES, 44 SECONDS EAST A DISTANCE OF 140.80 FEET; THENCE NORTH 26 DEGREES, 25 MINUTES, 15 SECONDS EAST A DISTANCE OF 175.96 FEET; THENCE NORTH 09 DEGREES, 22 MINUTES, 00 SECONDS WEST A DISTANCE OF 203.71 FEET; THENCE NORTH 39 DEGREES, 13 MINUTES, 32 SECONDS WEST, A DISTANCE OF 116.47 FEET; THENCE SOUTH 59 DEGREES, 47 MINUTES, 55 SECONDS WEST A DISTANCE OF 56.22 FEET; THENCE NORTH 30 DEGREES, 12 MINUTES, 04 SECONDS WEST A DISTANCE OF 61.41 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 102.10 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 65.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 170.95 FEET; THENCE NORTH 49 DEGREES, 56 MINUTES, 26 SECONDS WEST, A DISTANCE OF 207.13 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 56 SECONDS EAST, A DISTANCE OF 164.24 FEET TO THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, BEING ALSO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

EXCEPTING FROM SAID PARCEL THAT PART THEREOF CONVEYED PER DOCUMENT NUMBER 96690665;

AND ALSO EXCEPTING FROM SAID PARCEL THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54'08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00° 03'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AFORESAID, 139.24 FEET; THENCE NORTH 00°03'18" EAST, 66.51 FEET; THENCE NORTH 13°03'18" EAST, 111.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 13°03'18" EAST, 109.09 FEET; THENCE SOUTH 72°56'42" EAST 280.00 FEET; THENCE SOUTH 17°03'18" WEST, 108.82 FEET; THENCE NORTH 72°56'42" WEST 272.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1984 DOCUMENT NUMBER 26924424, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89° 54' 08" WEST, A DISTANCE OF 217.23 FEET TO A POINT; THENCE NORTH 00° 03' 18" EAST, A DISTANCE OF 42.36 FEET TO A POINT; THENCE NORTH 53° 19' 06" WEST, A DISTANCE OF 169.90 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 436.51 FEET, ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 42.00 FEET, TO A POINT OF TANGENCY; THENCE NORTH 00° 57' 57" EAST, A DISTANCE OF 107.24 FEET TO A POINT; THENCE NORTH 01° 04' 23" EAST, A DISTANCE OF 96.25 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 195.43 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 275.00 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 4.17 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 50.06 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 61.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 09° 56' 42" WEST, A DISTANCE OF 22.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 109.43 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 627.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00° 03' 18" EAST A DISTANCE OF 101.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 48.36 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, AND HAVING A RADIUS OF 57.00 FEET TO A POINT; THENCE NORTH 00° 03' 18" EAST A DISTANCE OF 0.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 87° 38' 42" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 46.35 FEET TO A POINT; THENCE SOUTH 00° 03' 18" WEST, A DISTANCE OF 142.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 104.72 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 600.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09° 56' 42" EAST; A DISTANCE OF 65.97 FEET TO A POINT; THENCE SOUTH 39° 51' 54" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 60.30 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, AND HAVING A RADIUS OF 225.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 65° 29' 25" EAST, A DISTANCE OF 28.40 FEET TO A POINT; THENCE SOUTH 72° 06' 42" EAST, A DISTANCE OF 288.74 FEET TO A POINT; THENCE NORTH 17° 03' 18" EAST, A DISTANCE OF 35.50 FEET TO A POINT; THENCE SOUTH 72° 56' 42" EAST, A DISTANCE OF 335.56 FEET TO A POINT; THENCE SOUTH 42° 59' 29" EAST, A DISTANCE OF 68.10 FEET TO A POINT; THENCE SOUTH 72° 56' 42" EAST, A DISTANCE OF 124.80 FEET TO A POINT; THENCE SOUTH 29° 56' 42" EAST, A DISTANCE OF 78.57 FEET TO A POINT; THENCE SOUTH 17° 03' 18" WEST, A DISTANCE OF 324.00 FEET TO A POINT; THENCE SOUTH 70° 07' 07" WEST, A DISTANCE OF 84.18 FEET TO A POINT; THENCE NORTH 72° 56' 42" WEST, A DISTANCE OF 222.59 FEET TO A POINT; THENCE SOUTH 17° 03' 18" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 13° 03' 18" WEST, A DISTANCE OF 275.64 FEET TO A POINT; THENCE SOUTH 00° 03' 18" WEST A DISTANCE OF 66.51 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00° 03' 18" EAST 275.64 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 13° 03' 18" EAST 275.64 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 20.00 FEET ALONG AN EAST LINE OF LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 222.59 FEET ALONG A SOUTH LINE OF LOT 1 TO A BEND THEREIN; THENCE NORTH 70° 07' 07" EAST 84.18 FEET ALONG A SOUTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 324.00 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN AND THE POINT OF BEGINNING; THENCE NORTH 17° 03' 18" EAST 70.58 FEET; THENCE NORTH 72° 56' 42" WEST 25.57 FEET; THENCE NORTH 30° 29' 00" WEST 143.41 FEET; THENCE NORTH 72° 56' 42" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 423.48 FEET; THENCE WESTERLY 175.32 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 224.57 FEET AND WHOSE CHORD BEARS SOUTH 78° 58' 13" WEST 170.90 FEET; THENCE NORTH 78° 39' 51" WEST A DISTANCE OF 103.59 FEET; THENCE WESTERLY 38.74 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 190.43 FEET AND WHOSE CHORD BEARS NORTH 84° 29' 33" WEST 38.68 FEET; THENCE SOUTH 65° 29' 25" WEST A DISTANCE OF 25.58 FEET TO A CORNER OF LOT 1 AFORESAID; THENCE SOUTH 72° 56' 42" EAST 288.74 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 35.50 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 335.56 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 42° 59' 29" EAST 68.10 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 124.80 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 29° 56' 42" EAST 78.57 FEET ALONG A NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00° 03' 18" EAST 66.51 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 13° 03' 18" EAST 111.42 FEET ALONG AN EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 72° 56' 42" EAST 272.39 FEET; THENCE NORTH 17° 03' 18" EAST A DISTANCE OF 108.82 FEET TO A SOUTHEAST CORNER OF THAT PART THEREOF CONVEYED PER DOCUMENT #96690665; THENCE NORTH 16° 49' 13" EAST, ALONG AN EASTERLY LINE OF SAID DOCUMENT #96690665 A DISTANCE OF 125.73 FEET TO A NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 70° 07' 07" WEST 84.18 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 72° 56' 42" WEST 222.59 FEET ALONG A SOUTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 17° 03' 18" WEST 20.00 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 13° 03' 18" WEST 164.22 FEET ALONG AN EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM FROM ALL OF THE ABOVE DESCRIBED PROPERTIES HAVING THE FOLLOWING TAX NUMBERS:

04-03-101-010
04-03-101-011
04-03-101-128
04-03-200-007
04-03-200-027

VILLAGE PRESIDENT

STATE OF ILLINOIS)

COUNTY OF)
JSS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHBROOK, ILLINOIS ON THIS _____ DAY OF _____, 20____.

VILLAGE PRESIDENT

ATTEST:
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF)
JSS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF NORTHBROOK, ILLINOIS ON THIS _____ DAY OF _____, 20____.

CHAIRMAN

VILLAGE ENGINEER

STATE OF ILLINOIS)

COUNTY OF)
JSS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF NORTHBROOK, ILLINOIS ON THIS _____ DAY OF _____, 20____.

VILLAGE ENGINEER

BLANKET UTILITY MAINTENANCE EASEMENT PROVISIONS

TEMPORARY BLANKET EASEMENT LANGUAGE TO BE PROPOSED BY THE VILLAGE ATTORNEY AND APPROVED BY OWNER
LANGUAGE WILL BE PROVIDED IN THE FINAL PLAT TO VACATE CERTAIN EXISTING UTILITY EASEMENTS AND GRANT NEW UTILITY EASEMENTS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D., 20____.

CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2020.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2019.
cdbartosz@v3co.com



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:

GGP

350 N. Orleans Street, Suite 300
Chicago, IL 60654
312.960.0199

REVISIONS		
NO.	DATE	DESCRIPTION
1	01-17-19	INITIAL COMMENTS
2	01-24-19	REVISED PER VILLAGE COMMENTS
3	03-14-19	REVISED PER CLIENT COMMENTS
4	03-19-19	REVISED PER CLIENT COMMENTS
5	04-17-19	REVISED PER CLIENT COMMENTS
6	04-30-19	REVISED PER CLIENT COMMENTS

TENTATIVE PLAT OF SUBDIVISION				Project No:	18091
NORTHBROOK COURT				Group No:	VP04.1
DRAFTING COMPLETED:	10-26-18	DRAWN BY:	SPK	PROJECT MANAGER:	CDB
FIELD WORK COMPLETED:	N/A	CHECKED BY:	CDB	SCALE:	1" = N/A
					SHEET NO. 7 of 7

Ordinance (ID # 4818)

An Ordinance Approving Special Permits for Multiple Family Dwelling Units and a Building Height in Excess of 55 Feet in the C-4 District and a Variation from the Minimum Required Rear Setback Requirement (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

Passed by the Board of Trustees, 6/11/2019
Printed and Published 6/11/2019

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 4818)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Approving Special Permits for Multiple Family Dwelling Units and a Building Height in Excess of 55 Feet in the C-4 District and a Variation from the Minimum Required Rear Setback Requirement (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions of the Mall Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**").

The Mall Property is improved with multiple structures including the "core" shopping mall ("**Mall Building**"), three retail anchor spaces, and various free standing structures. The Applicants, along with NBC Resi JV 1 LLC, a Delaware limited liability company ("**Operator**") (collectively with the Applicants, the "**Developer Parties**"), desire to redevelop a 17.65 acre portion of the Mall Property currently occupied by a Macy's department store ("**Redevelopment Property**") with a mixed-use development that will include (i) a five-story rental apartment building, containing approximately 315 dwelling units and no less than 420 accessory covered parking spaces ("**Residential Building**"); and (ii) approximately 100,000 square feet of leasable retail space, including multiple sit-down restaurants, public green space, and other retail ("**Retail Project**"). Together the Residential Building and the Retail Project comprise the Redevelopment Project. After the construction of the Redevelopment Project, the Residential Building will be transferred to and operated by the Operator.

On [INSERT DATE] 2019, the President and the Board of Trustees of the Village ("**Corporate Authorities**") adopted (i) Ordinance No. 2019-[INSERT] Approving a Redevelopment and Economic Incentive Agreement with the Developer Parties ("**Redevelopment Agreement**") and Authorizing the Issuance of TIF and Sales Tax Incentive Notes; (ii) Ordinance No. 2019-[INSERT] Amending the Village of Northbrook Comprehensive Plan 2010, as amended ("**Comprehensive Plan**") to re-designate the Mall Property as appropriate for Major Corridor Multi-Use; (iii) Ordinance No. 2019-[INSERT] Amending the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") to allow multiple family dwelling units and other appropriate uses in the C-4 Regional Shopping District; (iv) Resolution No. 2019-R-[INSERT] approving a Tentative Plat for the Mall Property (v) Ordinance No. 2019-[INSERT] Approving the Northbrook Court Mall Property Site Plan and Operating Conditions; and (vi) Ordinance No. 2019-[INSERT] Approving Multiple Principal Structures on a Single Zoning Lot and Preliminary Development Plan for the Redevelopment Project.

In addition to the above-granted relief, the Applicants have requested the Corporate Authorities approve special permits to allow for the construction, operation, and maintenance of (i) a multiple family residential apartment building and (ii) a structure in excess of 55 feet but not exceeding 80 feet in height in the C-4 Regional Shopping District, as well as a variation from the minimum required rear setback for that portion of the Redevelopment Property designated as Lot 6 on the Tentative Plat of Subdivision for the Mall Property (“**Residential Parcel**”) to allow for the construction of the Residential Building (“**Requested Relief**”).

The Corporate Authorities have determined that it is in the best interest of the Village and its residents to grant the Requested Relief.

Section 2. DESCRIPTION PROPERTY.

The Residential Parcel will consist of approximately 2.83 acres and is legally described in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC HEARING.

A public hearing was duly advertised in *The Northbrook Star* on February 14, 2019 and held at the Plan Commission's regular meeting on March 5, 2019. The public hearing was subsequently continued to the April 4 and May 7, 2019 Plan Commission meetings. On May 21, 2019, the Plan Commission recommended, by Plan Commission Resolution No. 19-PC-05, that the President and the Board of Trustees approve the Requested Relief.

Section 4. SPECIAL PERMITS.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the following special permits are hereby granted to allow the development of the Residential Building on the Residential Parcel in accordance with and pursuant to Sections 11-602 of the Zoning Code and the home rule powers of the Village of Northbrook:

- A. A special permit for Multiple Family Dwelling Units (SIC Code No. 9864.00); and
- B. A building with a height in excess of the maximum permitted in the C-4 District (55 feet) but not in excess of 80 feet (SIC Code No. 9971.03).

Section 5. VARIATION.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, a variation to reduce the required rear setback of the Residential Building on the Residential Parcel from the required 150 feet to 100 feet in accordance with and pursuant to Sections 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 6. CONDITIONS.

The special permits granted in Section 4 and the variation granted in Section 5 of this Ordinance shall be and are expressly conditioned upon the following:

- A. Approval of Final Development Plan. Adoption by the Corporate Authorities, after the adoption of this Ordinance, of a Resolution approving the Final Development Plan for the Redevelopment Project, in accordance with the terms of the Redevelopment Agreement.
- B. Compliance with Plans. The construction, occupancy, operation, and maintenance of the Residential Building shall be conducted in full compliance with the following:

1. All Village Codes and regulations, including without limitation, the Village Code (1988), as amended; the Zoning Code; the Subdivision and Development Code (1988), as amended; the Standards and Specifications for Public and Private Improvements Manual (2000), as amended;
2. the Residential Building Elevations prepared by Omniplan Architects, consisting of 2 sheets, with a latest revision date of April 19, 2019, a copy of which is attached to, and by this reference, made a part of this Ordinance as *Exhibit B*; and
3. the Final Development Plan.

C. Occupancy; Off-Street Parking. The Residential Building shall:

1. Contain no more than 315 dwelling units; and
2. Provide no less than 420 off-street parking spaces for the residents and guests of the Residential Building.

The special permits granted in Section 4 and the variation granted in Section 5 shall not be deemed or interpreted as authorizing or entitling the development or the improvement of the Residential Parcel in any manner whatsoever unless and until the conditions set forth in Sections 6.A through 6.C are satisfied.

Section 7. FAILURE TO COMPLY WITH CONDITIONS

Upon failure or refusal of the Applicants or its successors in interest to the Property to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permits granted in Section 4 and the variation granted in Section 5 of this Ordinance (“*Granted Relief*”) shall, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities may not so revoke the Granted Relief unless it shall first provide the Applicants, or their successors in interest to the Residential Parcel, with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Corporate Authorities. In the event of revocation, the development and use of the Residential Parcel shall be governed solely by the regulations of the C-4 Regional Shopping District, as the same may, from time to time, be amended. Further, in the event of such revocation of the Granted Relief approval, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicants acknowledge on behalf of themselves and their successors in interest to the Residential Parcel, that public notices and hearings have been held with respect to the adoption of this Ordinance, the Applicants have considered the possibility of the revocation provided for in this Section, and the Applicants agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice required by this Section is given.

Section 8. AMENDMENT TO SPECIAL PERMITS AND VARIATION

Any amendment to the Granted Relief that may be requested after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for amendment of special permit uses and variations.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. passage by the Corporate Authorities by a majority vote in the manner required by law;
2. publication in pamphlet form in the manner required by law; and
3. the recordation of the Final Northbrook Court Plat of Subdivision as required by the Redevelopment Agreement; and
4. the filing by Developer Parties with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of ***Exhibit C***, attached to and made a part of this Ordinance by this reference; and
5. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicants shall bear the full cost of such recordation.

B. In the event that the Applicants do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 9.A.4 of this Ordinance within 30 days after the date of passage of this Ordinance by the President and Board of Trustees, the corporate authorities upon notice provided in Section 7 shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Scheduled: 6/11/2019

ATTEST:

Village President

Village Clerk

EXHIBIT A**LEGAL DESCRIPTION OF RESIDENTIAL PARCEL**

LOT 6 IN THE NORTHBROOK COURT SUBDIVISION AS DEPICTED ON THAT FINAL PLAT OF
SUBDIVISION RECORDED AS DOCUMENT NO. _____ ON _____, 20____,
BEING A SUBDIVISION IN COOK COUNTY, ILLINOIS.

P.I.N.: _____

Commonly known as _____, Northbrook, Illinois 60062

EXHIBIT B
ELEVATIONS



studioOutside

Brookfield Properties

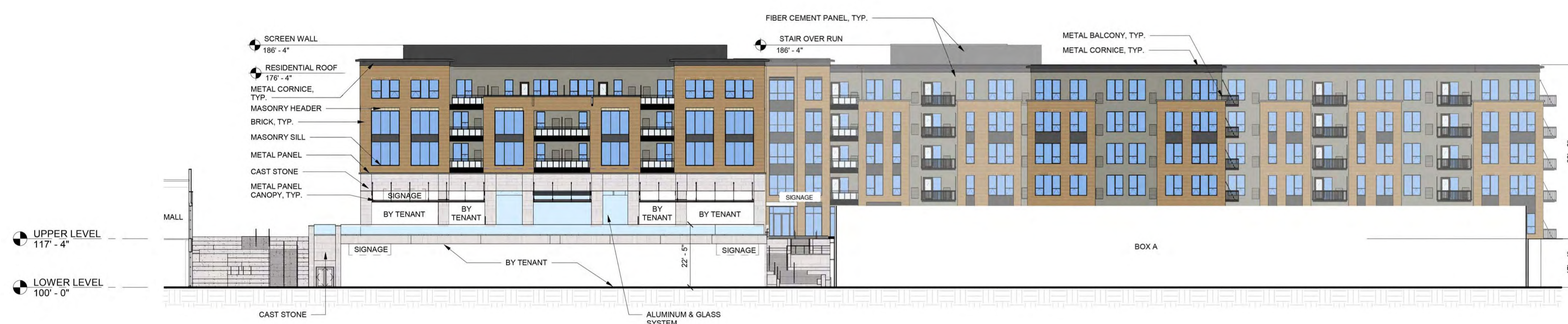
RYAN

NORTHBROOK COURT

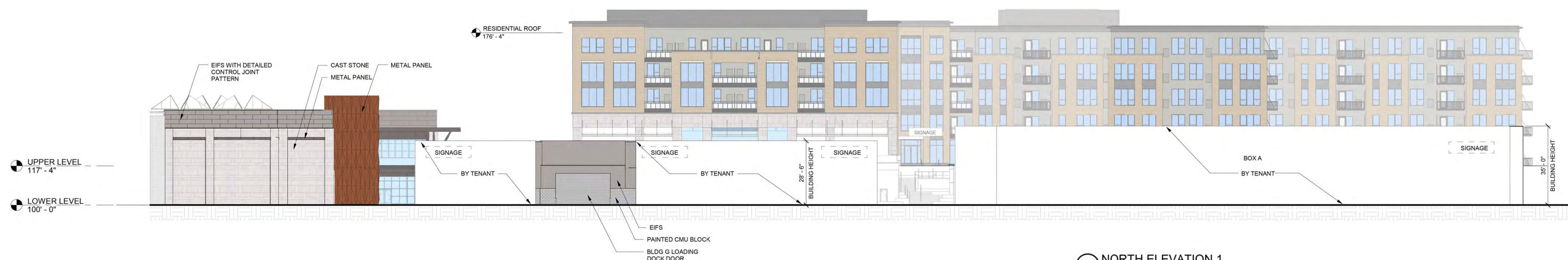
Attachment: Exhibits A-C (4818 : Ordinance Granting Special Permit and Variation Approvals for Multi-Fam at Nbk Ct)



3 WEST ELEVATION 1
SCALE: 1" = 20'-0"



2 NORTH ELEVATION 2
SCALE: 1" = 20'-0"



1 NORTH ELEVATION 1
SCALE: 1" = 20'-0"

[illegible]

PROJECT NO:	17044.000
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PROPOSED ELEVATIONS

SITE PLAN SUBMITTAL

04/19/19

33

Packet Pg. 25

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT OF DEVELOPER PARTIES

TO: The Village of Northbrook, Illinois ("**Village**");

WHEREAS, Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"); and

WHEREAS, NAA and Westcoast (collectively, the "**Applicants**") have submitted an application for relief from the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") to allow the redevelopment a portion of the Mall Property with a five-story rental apartment building, containing approximately 315 dwelling units and no less than 420 accessory covered parking spaces ("**Residential Building**"); and

WHEREAS, after the construction of the Residential Building, it will be transferred to an operated by NBC Resi JV 1 LLC, a Delaware limited liability company ("**Operator**"); and

WHEREAS, the Applicants have requested that the Corporate Authorities approve special permits to allow for the construction, operation, and maintenance of (i) a multiple family residential apartment building and (ii) a structure in excess of 55 feet but not exceeding 80 feet in height in the C-4 Regional Shopping District, as well as a variation from the minimum required rear setback for that portion of the Redevelopment Property designated as Lot 6 on the Tentative Plat of Subdivision for the Mall Property ("**Residential Parcel**") to allow for the construction of the Residential Building ("**Requested Relief**"); and

WHEREAS, Ordinance No. 2019-__, adopted by the President and Board of Trustees of the Village of Northbrook on _____, 2019 ("**Ordinance**"), grants approval of the Requested Relief, subject to certain conditions, for the benefit of Applicants and the Operator; and

WHEREAS, Applicants and the Operator (collectively, the "**Developer Parties**") desire to evidence to the Village their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance and to evidence their consent to recording the Ordinance against the Retail Parcel;

NOW, THEREFORE, Developer Parties do hereby agree and covenant as follows:

1. The Developer Parties shall, and do hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 2019-_____, adopted by the Village Board of Trustees on _____, 2019.

2. The Developer Parties acknowledge and agree that. Except as may be provided in the RDA, the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Residential Parcel, or the issuance of any permits for the use and development of the Residential Parcel, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Developer Parties against damage or injury of any kind and at any time.

3. The Developer Parties acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Developer Parties required by Section 7 of the Ordinance is given.

4. The Developer Parties agree to and do hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers,

employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Residential Parcel, and (d) the performance by the Developer Parties of their obligations under this Unconditional Consent and Agreement.

5. The Developer Parties shall, and do hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. The Applicants warrant and represent to the Village that they owns fee simple title to the Residential Parcel and consent to the recording of the Ordinance against the Residential Parcel.

ATTEST:

NORTHBROOK ANCHOR ACQUISITION, LLC a Delaware limited liability company

By: _____
Signature

By: _____
Signature

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2019.

Notary Public

ATTEST:

WESTCOAST ESTATES a California general partnership

By: _____
Print
Its: _____
Signature

By: _____
Print
Its: _____
Signature

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2019.

Notary Public

ATTEST:

NBC RESI JV 1 LLC, a Delaware limited liability company

By: _____
Print
Its: _____
Signature

By: _____
Print
Its: _____
Signature

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2019.

Notary Public

Ordinance (ID # 4904)

An Ordinance Approving a Special Permit for Multiple Principal Structures on a Single Zoning Lot and a Preliminary Development Plan (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

Passed by the Board of Trustees, 6/11/2019
Printed and Published 6/11/2019

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 4904)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Approving a Special Permit for Multiple Principal Structures on a Single Zoning Lot and a Preliminary Development Plan (Northbrook Court Shopping Center – 1315-1825 Lake Cook Road) (Plan Commission Docket No. PCD-18-16)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"). NAA and Westcoast (collectively, the "**Applicants**") have submitted an application (Plan Commission Docket PCD-18-16) requesting relief to redevelop portions of the Mall Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**").

The Mall Property is improved with multiple structures including the "core" shopping mall ("**Mall Building**"), three retail anchor spaces, and various free standing structures. The Applicants, along with NBC Resi JV 1 LLC, a Delaware limited liability company ("**Residential Operator**") (collectively with the Applicants, the "**Developer Parties**"), desire to redevelop a 17.65 acre portion of the Mall Property currently occupied by a Macy's department store ("**Redevelopment Property**") with a mixed-use development that will include (i) a five-story rental apartment building, containing approximately 315 dwelling units and no less than 420 accessory covered parking spaces ("**Residential Building**"); and (ii) approximately 100,000 square feet of leasable retail space, including multiple sit-down restaurants, public green space, and other retail ("**Retail Project**"). Together the Residential Building and the Retail Project comprise the Redevelopment Project.

On [INSERT DATE] 2019, the President and the Board of Trustees of the Village ("**Corporate Authorities**") adopted (i) Ordinance No. 2019-[INSERT] Approving a Redevelopment and Economic Incentive Agreement with the Developer Parties ("**Redevelopment Agreement**") and Authorizing the Issuance of TIF and Sales Tax Incentive Notes; (ii) Ordinance No. 2019-[INSERT] Amending the Village of Northbrook Comprehensive Plan 2010, as amended ("**Comprehensive Plan**") to re-designate the Mall Property as appropriate for Major Corridor Multi-Use; (iii) Ordinance No. 2019-[INSERT] Amending the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") to allow multiple family dwelling units and other appropriate uses in the C-4 Regional Shopping District; (iv) Resolution No. 2019-R-[INSERT] approving a Tentative Plat for the Mall Property (v) Ordinance No. 2019-[INSERT] Approving the Northbrook Court Mall Property Site Plan and Operating Conditions; and (vi) Ordinance No. 2019-[INSERT] Approving Special Permits for Multiple Family Dwelling Units and a Building Height in Excess of 55 Feet in the C-4 District and a Variation from the Minimum Required Rear Setback Requirement for the Redevelopment Project.

In addition to the above-granted relief, the Applicants have requested the Corporate Authorities approve (i) a special permit to allow for the construction, operation, and maintenance of

multiple principal structures on a single zoning lot for the Redevelopment Property and (ii) approval of Preliminary Development Plans to allow for the construction of the Redevelopment Project (“***Requested Relief***

The Corporate Authorities have determined that it is in the best interest of the Village and its residents to grant the Requested Relief.

Section 2. DESCRIPTION PROPERTY.

The Redevelopment Parcel consists of approximately 17.65 acres and is legally described in ***Exhibit A***, attached to and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC HEARING.

A public hearing was duly advertised in *The Northbrook Star* on February 14, 2019 and held at the Plan Commission's regular meeting on March 5, 2019. The public hearing was subsequently continued to the April 4 and May 7, 2019 Plan Commission meetings. On May 21, 2019, the Plan Commission recommended, by Plan Commission Resolution No. 19-PC-05, that the President and the Board of Trustees approve the Requested Relief.

Section 4. SPECIAL PERMITS.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the special permit to allow the construction, operation, and maintenance of multiple buildings on a single zoning lot (SIC Code No. 9880.00) on the Redevelopment Property is hereby granted in accordance with and pursuant to Sections 11-602 of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 5. APPROVAL OF PRELIMINARY DEVELOPMENT PLAN.

A preliminary development plan for the Redevelopment Project, entitled “Site Plan Submittal” prepared by Omniplan Architects, V3 Engineering, and studioOutside, consisting of 17 sheets with a latest revision date of May 14, 2019 is hereby approved (“***Preliminary Development Plan**Exhibit B***.

Section 6. CONDITIONS.

The special permit granted in Section 4 of this Ordinance shall be and is expressly conditioned upon the following:

A. Approval of Final Development Plan. Adoption by the Corporate Authorities, after the adoption of this Ordinance, of a Resolution approving the Final Development Plan for the Redevelopment Project, in accordance with the terms of the Redevelopment Agreement. Upon the approval of the Final Development Plan, it shall replace the Preliminary Development Plan and be incorporated into this Ordinance by reference.

B. Compliance with Plans. The construction, occupancy, operation, and maintenance of the Redevelopment Project shall be conducted in full compliance with the following:

1. All Village Codes and regulations, including without limitation, the Village Code (1988), as amended; the Zoning Code; the Subdivision and Development Code (1988), as amended; the Standards and Specifications for Public and Private Improvements Manual (2000), as amended; and

C. Architectural Control Commission Review of Future Buildings. The Developer Parties shall submit elevations and plans for all free standing structures to be constructed on the Retail Parcel, including "Box A" as depicted in the Site Plan to the Village's Architectural Control Commission for review and approval prior to submitting a building permit application. All exterior signage for the Redevelopment Project shall also be subject to review and approval by the Architectural Control Commission.

The special permits granted in Section 4 and the variation granted in Section 5 shall not be deemed or interpreted as authorizing or entitling the development or the improvement of the Redevelopment Property in any manner whatsoever unless and until the conditions set forth in Sections 6.A through 6.C are satisfied.

Section 7. FAILURE TO COMPLY WITH CONDITIONS

Upon failure or refusal of the Applicants or its successors in interest to the Property to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance ("***Granted Relief***") shall, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities may not so revoke the Granted Relief unless it shall first provide the Applicants, or their successors in interest to the Redevelopment Property, with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Corporate Authorities. In the event of revocation, the development and use of the Redevelopment Property shall be governed solely by the regulations of the C-4 Regional Shopping District, as the same may, from time to time, be amended. Further, in the event of such revocation of the Granted Relief approval, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicants acknowledge on behalf of themselves and their successors in interest to the Redevelopment Property, that public notices and hearings have been held with respect to the adoption of this Ordinance, the Applicants have considered the possibility of the revocation provided for in this Section, and the Applicants agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice required by this Section is given.

Section 8. AMENDMENT TO SPECIAL PERMIT.

Any amendment to the Granted Relief that may be requested after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for amendment of special permit uses.

Section 9. EFFECTIVE DATE

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. passage by the Corporate Authorities by a majority vote in the manner required by law;
2. publication in pamphlet form in the manner required by law; and
3. the recordation of the Final Northbrook Court Plat of Subdivision as required by the Redevelopment Agreement; and
4. the filing by Developer Parties with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all

of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of ***Exhibit C***, attached to and made a part of this Ordinance by this reference; and

5. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicants shall bear the full cost of such recordation.

B. In the event that the Applicants do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 9.A.4 of this Ordinance within 30 days after the date of passage of this Ordinance by the President and Board of Trustees, the corporate authorities, upon notice provided for in Section 7, shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Scheduled: 6/11/2019

ATTEST:

Village President

Village Clerk

LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY**PARCEL 1**

LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1984 DOCUMENT NUMBER 26924424, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89° 54' 08" WEST, A DISTANCE OF 217.23 FEET TO A POINT; THENCE NORTH 00° 03' 18" EAST, A DISTANCE OF 42.36 FEET TO A POINT; THENCE NORTH 53° 19' 06" WEST, A DISTANCE OF 169.90 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 436.51 FEET, ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 542.00 FEET, TO A POINT OF TANGENCY; THENCE NORTH 00° 34' 57" EAST A DISTANCE OF 107.24 FEET TO A POINT; THENCE NORTH 01° 04' 23" EAST, A DISTANCE OF 96.25 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 195.43 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 275.00 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 4.17 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 50.06 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 61.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 09° 56' 42" WEST, A DISTANCE OF 22.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 109.43 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 627.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00° 03' 18" EAST A DISTANCE OF 101.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 48.36 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, AND HAVING A RADIUS OF 57.00 FEET TO A POINT; THENCE NORTH 00° 03' 18" EAST A DISTANCE OF 0.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 87° 38' 42" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 46.35 FEET TO A POINT; THENCE SOUTH 00° 03' 18" WEST, A DISTANCE OF 142.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 104.72 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 600.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09° 56' 42" EAST; A DISTANCE OF 65.97 FEET TO A POINT; THENCE SOUTH 39° 51' 54" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 60.30 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, AND HAVING A RADIUS OF 225.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 65° 29' 25" EAST, A DISTANCE OF 28.40 FEET TO A POINT; THENCE SOUTH 72° 06' 42" EAST, A DISTANCE OF 288.74 FEET TO A POINT; THENCE NORTH 17° 03' 18" EAST, A DISTANCE OF 35.50 FEET TO A POINT; THENCE SOUTH 72° 56' 42" EAST, A DISTANCE OF 335.56 FEET TO A POINT; THENCE SOUTH 42° 59' 29" EAST, A DISTANCE OF 68.10 FEET TO A POINT; THENCE SOUTH 72° 56' 42" EAST, A DISTANCE OF 124.80 FEET TO A POINT; THENCE SOUTH 29° 56' 42" EAST, A DISTANCE OF 78.57 FEET TO A POINT; THENCE SOUTH 17° 03' 18" WEST, A DISTANCE OF 324.00 FEET TO A POINT; THENCE SOUTH 70° 07' 07" WEST, A DISTANCE OF 84.18 FEET TO A POINT; THENCE NORTH 72° 56' 42" WEST, A DISTANCE OF 222.59 FEET TO A POINT; THENCE SOUTH 17° 03' 18" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 13° 03' 18" WEST, A DISTANCE OF 275.64 FEET TO A POINT; THENCE

SOUTH 00° 03' 18" WEST A DISTANCE OF 66.51 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

10.G.a

PIN: 04-03-101-018-0000

PARCEL 2

THAT PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00° 03' 18" EAST 66.51 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 13° 03' 18" EAST 275.64 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 20.00 FEET ALONG AN EAST LINE OF LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 222.59 FEET ALONG A SOUTH LINE OF LOT 1 TO A BEND THEREIN; THENCE NORTH 70° 07' 07" EAST 84.18 FEET ALONG A SOUTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 324.00 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN AND THE POINT OF BEGINNING; THENCE NORTH 17° 03' 18" EAST 70.58 FEET; THENCE NORTH 72° 56' 42" WEST 25.57 FEET; THENCE NORTH 30° 23' 00" WEST 143.41 FEET; THENCE NORTH 72° 56' 42" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 423.48 FEET; THENCE WESTERLY 175.32 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 224.57 FEET AND WHOSE CHORD BEARS SOUTH 78° 58' 13" WEST 170.90 FEET; THENCE NORTH 78° 39' 51" WEST A DISTANCE OF 103.59 FEET; THENCE WESTERLY 38.74 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 190.43 FEET AND WHOSE CHORD BEARS NORTH 84° 29' 33" WEST 38.68 FEET; THENCE SOUTH 65° 29' 25" WEST A DISTANCE OF 25.58 FEET TO A CORNER OF LOT 1 AFORESAID; THENCE SOUTH 72° 56' 42" EAST 288.74 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 17° 03' 18" EAST 35.50 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 335.56 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 42° 59' 29" EAST 68.10 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 72° 56' 42" EAST 124.80 FEET ALONG A NORTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 29° 56' 42" EAST 78.57 FEET ALONG A NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-03-101-126-0000

PARCEL 3

THAT PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89° 54' 08" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST

Attachment: Exhibits A-C (4904 : Ordinance Granting SUP Multiple Bigds at Northbrook Court and Prelim Dev Plans)

QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00° 03' 18" EAST 66.51 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 13° 03' 18" EAST 111.42 FEET ALONG AN EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 72° 56' 42" EAST 272.39 FEET; THENCE NORTH 17° 03' 18" EAST A DISTANCE OF 108.82 FEET TO A SOUTHEAST CORNER OF THAT PART THEREOF CONVEYED PER DOCUMENT #95690665; THENCE NORTH 19° 48' 13" EAST, ALONG AN EASTERLY LINE OF SAID DOCUMENT #95690665 A DISTANCE OF 125.73 FEET TO A NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 70° 07' 07" WEST 84.18 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE NORTH 72° 56' 42" WEST 222.59 FEET ALONG A SOUTH LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 17° 03' 18" WEST 20.00 FEET ALONG AN EAST LINE OF SAID LOT 1 TO A BEND THEREIN; THENCE SOUTH 13° 03' 18" WEST 164.22 FEET ALONG AN EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-03-200-028-0000

ALSO INCLUDING AREA OWNED BY WESTCOAST ESTATES SUBJECT TO CONFIRMATION BY SURVEYOR);

THAT PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 3, A DISTANCE OF 139.24 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 64.47 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE, 2.04 FEET TO A BEND POINT IN SAID EAST LINE;

THENCE NORTH 13 DEGREES 03 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE, 111.42 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 13 SECONDS EAST 218.73 FEET; THENCE SOUTH 17 DEGREES 03 MINUTES 47 SECONDS WEST, 72.15 FEET; THENCE NORTH 76 DEGREES 07 MINUTES 41 SECONDS WEST 50.01 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 04 SECONDS WEST, 65.17 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST 100.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

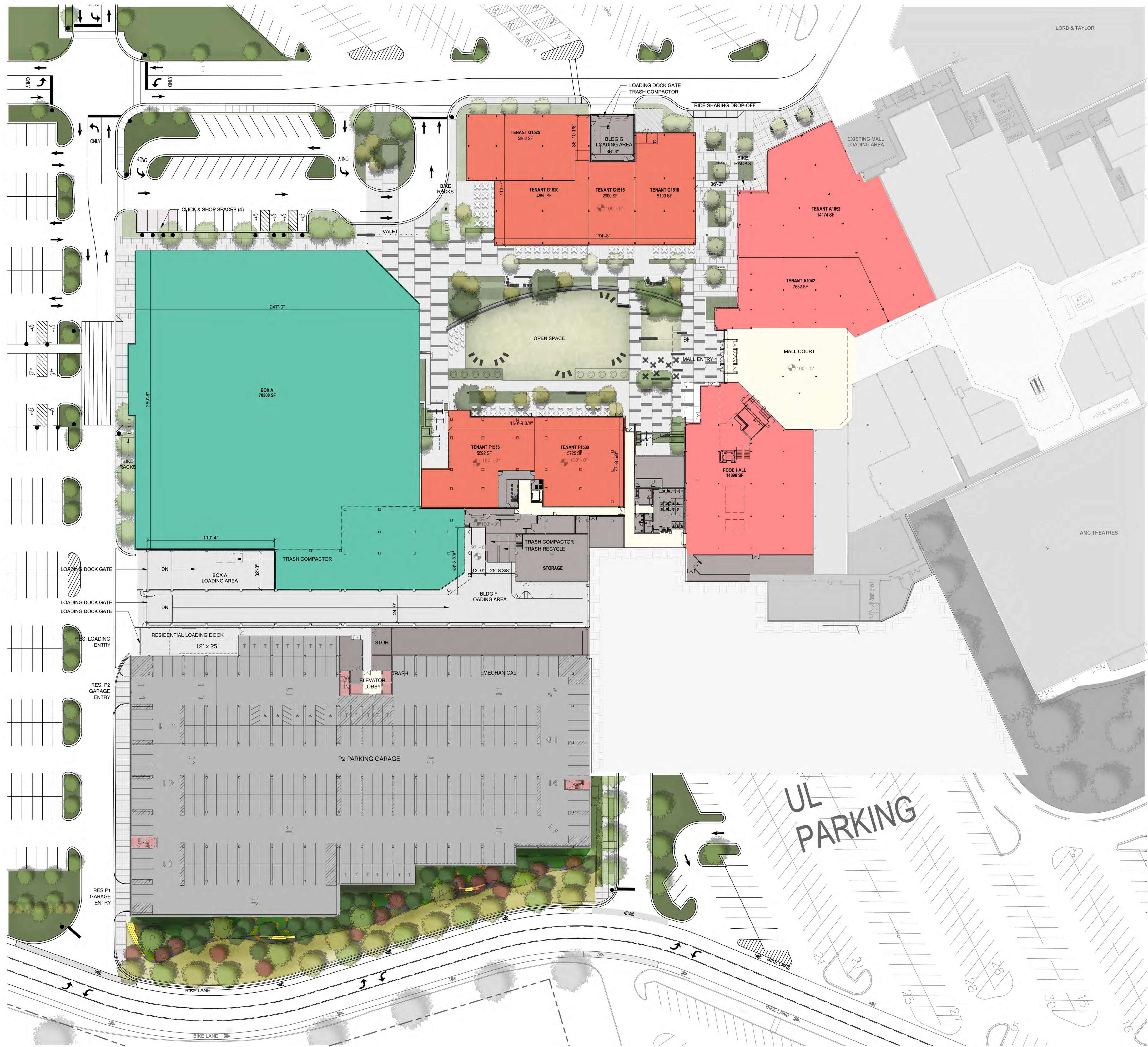
Part of PIN: 04-03-200-029-0000

OR

LOTS 1,5, AND 6 IN THE NORTHBROOK COURT SUBDIVISION AS DEPICTED ON THAT FINAL PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. _____ ON _____, 20____, BEING A SUBDIVISION IN COOK COUNTY, ILLINOIS.

Commonly known as 1315, 1415, 1455, 1515, 1525, 1555, 1775 1819, and 1825 Lake Cook Road, Northbrook , Illinois.

PRELIMINARY DEVELOPMENT PLAN




1 LEVEL 1 FLOORPLAN
SCALE: 1/32" = 1'-0"

10.G.a

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1845 Woodall Rodgers Freeway, Suite 150
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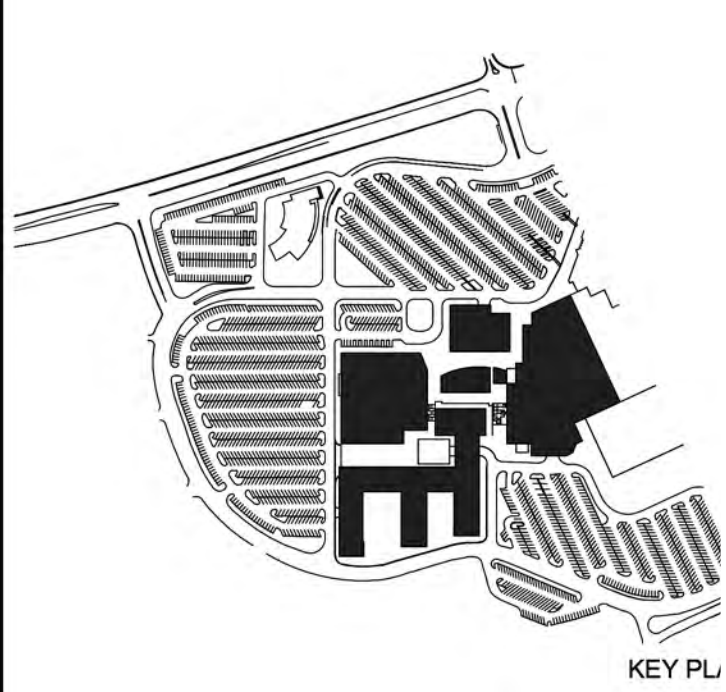


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Brookfield
Properties



NORTHBROOK COURT



Number	Revision	Date
3	Site Plan Submittal Revision 4	05/14/19
2	Site Plan Submittal Revision 3	04/19/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO: 17044.000

PROPOSED PLANS

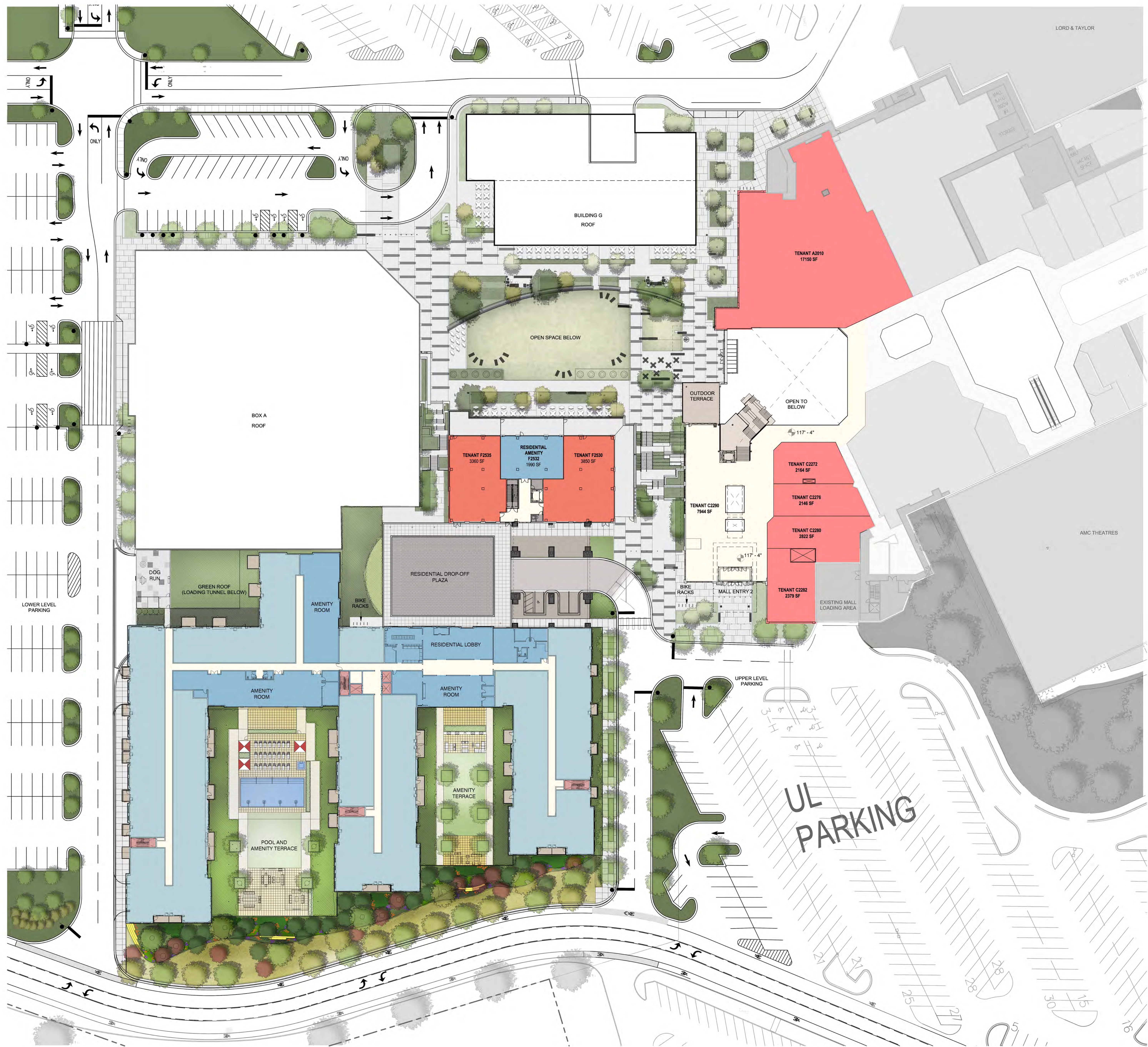
SITE PLAN SUBMITTAL

05/14/19

31

Packet Pg. 267

Attachment: Exhibits A-C (4904 : Ordinance Granting SUP Multiple Bldgs at Northbrook Court and Prelim Dev Plans)




1 LEVEL 2 FLOORPLAN
SCALE: 1/32" = 1'-0"

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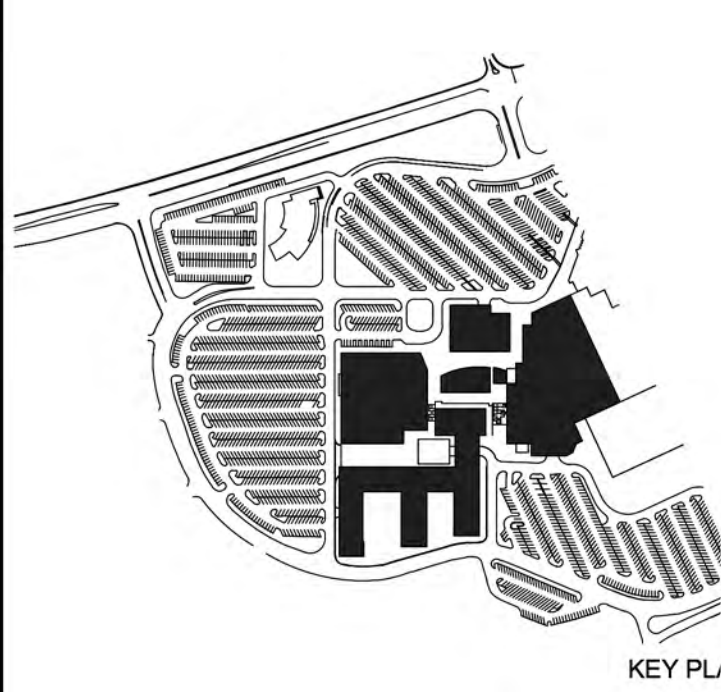


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Brookfield
Properties



NORTHBROOK COURT



KEY PL

Number	Revision	Date
4	Site Plan Submittal Revision 4	05/14/19
3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO:

17044.000

PROPOSED PLANS

SITE PLAN SUBMITTAL

05/14/19

32

Packet Pg. 268

Attachment: Exhibits A-C (4904 : Ordinance Granting SUP Multiple Biglits at Northbrook Court and Prelim Dev Plans)



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NORTHBROOK COURT

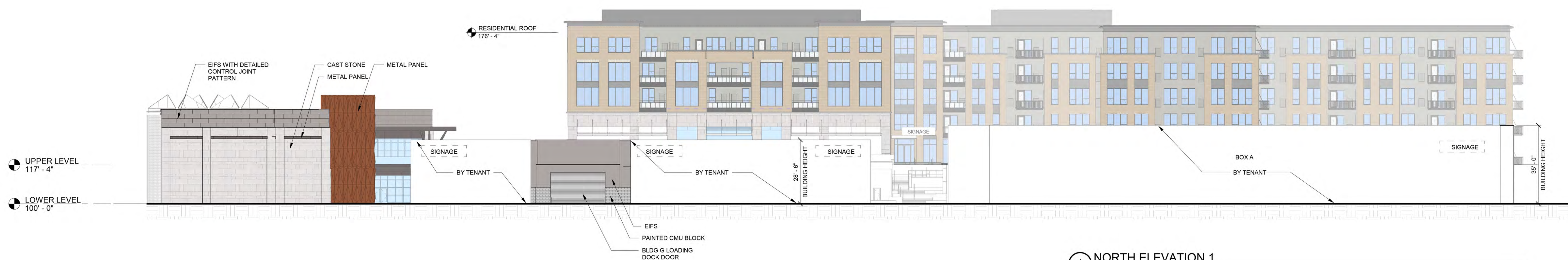
Attachment: Exhibits A-C (4904 : Ordinance Granting SUP Multiple Blqds at Northbrook Court and Prelim Dev Plans)



3 WEST ELEVATION 1
SCALE: 1" = 20'-0"



2 NORTH ELEVATION 2
SCALE: 1" = 20'-0"



1 NORTH ELEVATION 1
SCALE: 1" = 20'-0"

[illegible]

PROJECT NO: 17044.000

PROPOSED ELEVATIONS

SITE PLAN SUBMITTAL

04/19/19

33

Packet Pg. 2



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NORTHBROOK COURT

Attachment: Exhibits A-C (4904 : Ordinance Granting SUP Multiple Bldgs at Northbrook Court and Prelim Dev Plans)

3	Site Plan Submittal Revision 3	04/19/19
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

PROJECT NO: 17044.000

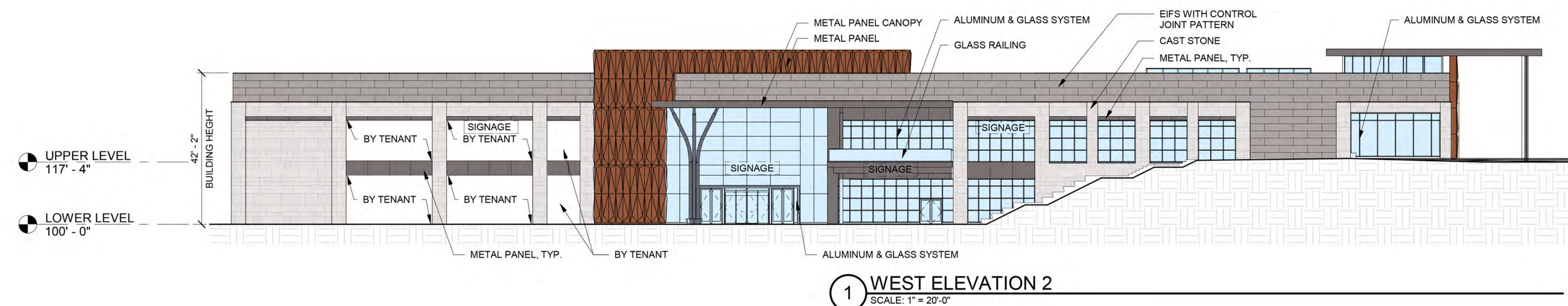
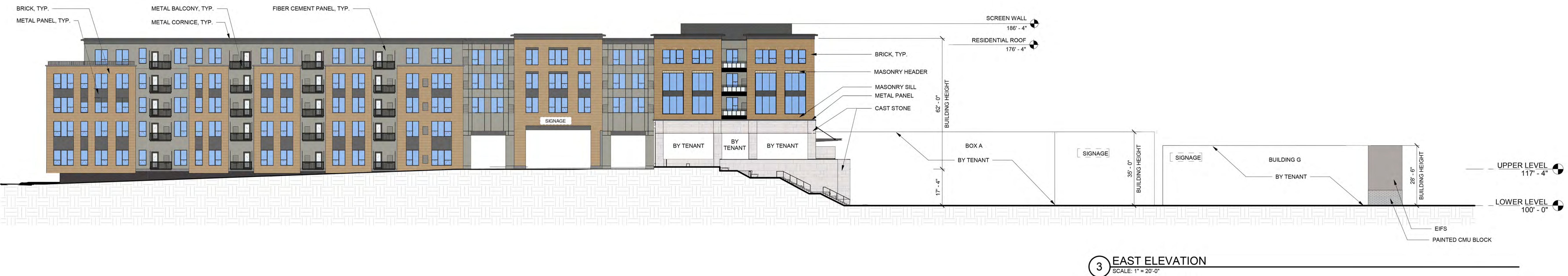
PROPOSED ELEVATIONS

SITE PLAN SUBMITTAL

04/19/19

34

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KEY PL

Attachment: Exhibits A-C (4)

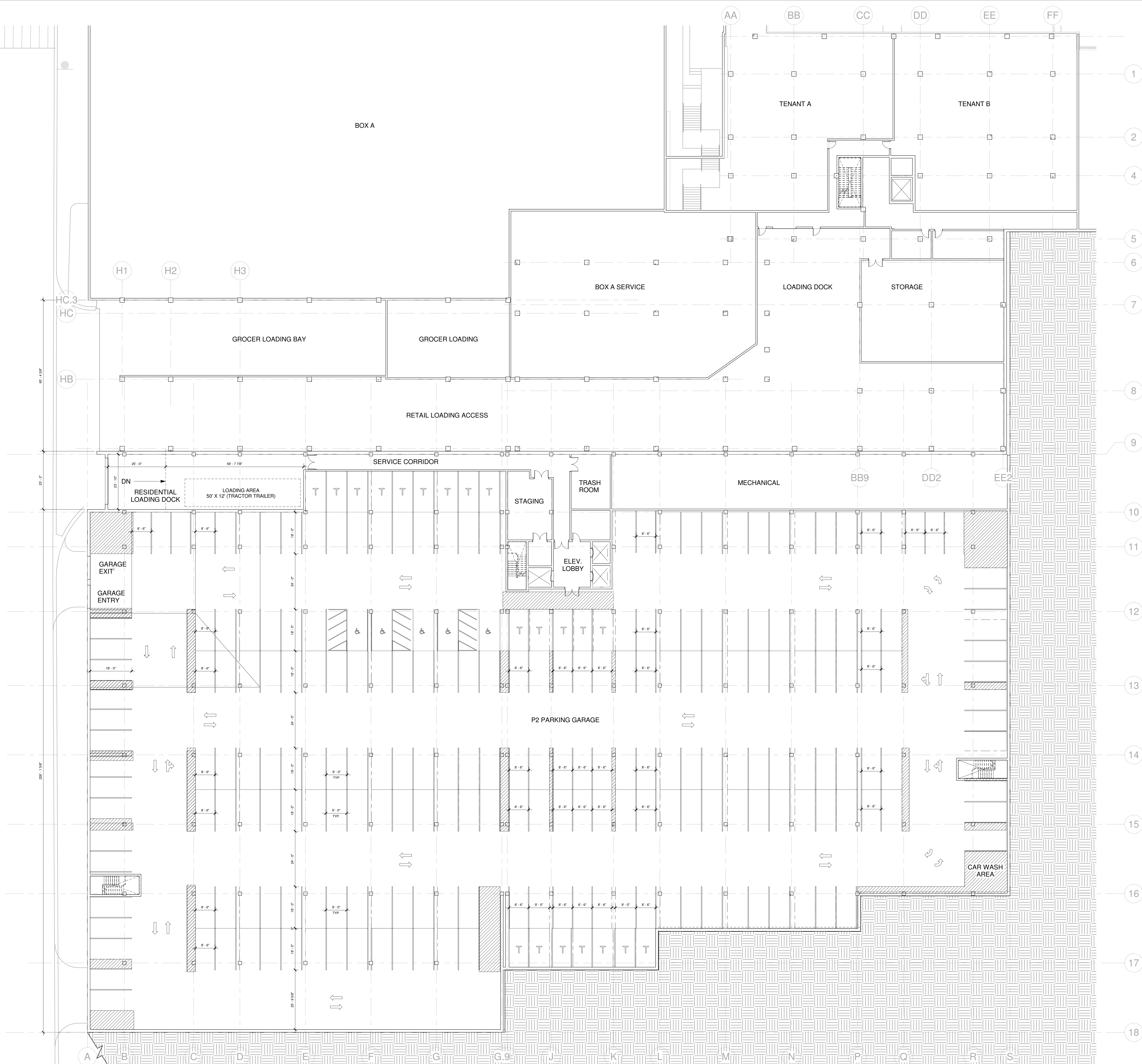
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PROJECT NO: 0000

SITE PLAN SUBMITTAL

3/22/19

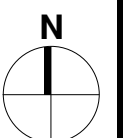
40
cket Pg. 271



Parking Schedule		
Family and Type		Count
Level P2		
Parking Space - ADA: 9' x 18' (8' Aisle)		5
Parking Space: 8'-6" x 18' - 90 deg		42
Parking Space: 9' x 18' - 90 deg		176
Parking Space: 9' x 18' - 90 deg TANDEM		21
Level P2: 244		
Level P1		
Parking Space - ADA: 9' x 18' (8' Aisle)		4
Parking Space: 8'-6" x 18' - 90 deg		42
Parking Space: 9' x 18' - 90 deg		164
Parking Space: 9' x 18' - 90 deg TANDEM		21
Level P1: 231		
Level 1		
Parking Space - ADA: 9' x 18' (8' Aisle)		1
Parking Space: 9' x 18' - 90 deg		2

NOTE: ALL PARKING STALL DIMENSIONS 9'-0" x 18'-0"
UNLESS OTHERWISE NOTED

1
40 LEVEL P2 PARKING PLAN
1/16" = 1'-0"



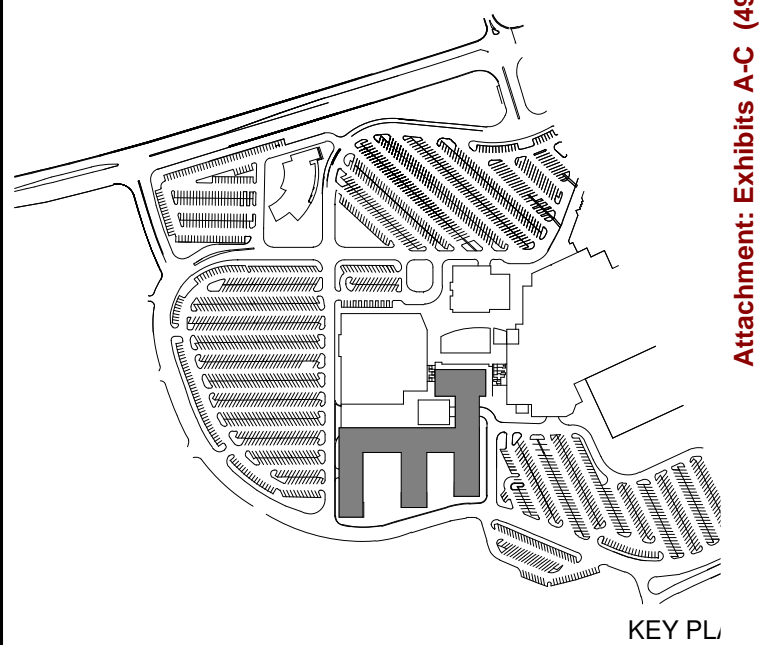
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Apartments

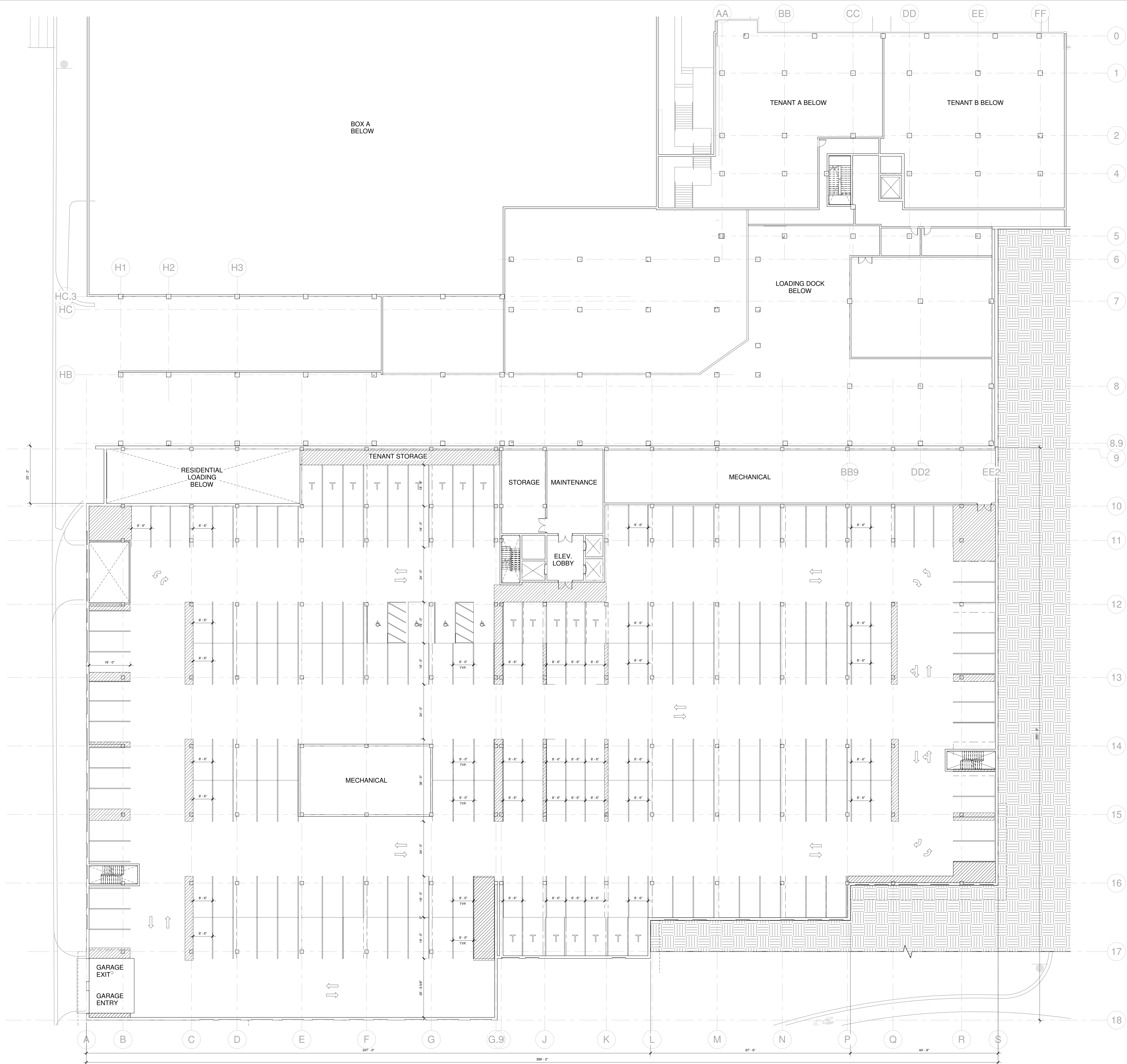
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PROJECT NO: 0000

PARKING LEVEL 1 FLOOR PLAN

SITE PLAN SUBMITTAL

3/22/19

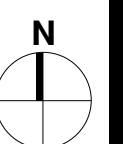
41
ket Pg. 272

Parking Schedule	
Family and Type	Count
Level P2	
Parking Space - ADA: 9' x 18' (8' Asile)	5
Parking Space: 8' 6" x 18' - 90 deg	42
Parking Space: 9' x 18' - 90 deg	176
Parking Space: 9' x 18' - 90 deg TANDEM	21
Level P2: 244	
Level P1	
Parking Space - ADA: 9' x 18' (8' Asile)	4
Parking Space: 8' 6" x 18' - 90 deg	42
Parking Space: 9' x 18' - 90 deg	164
Parking Space: 9' x 18' - 90 deg TANDEM	21
Level P1: 231	
Level 1	
Parking Space - ADA: 9' x 18' (8' Asile)	1
Parking Space: 9' x 18' - 90 deg	2
Level 1: 3	

NOTE: ALL PARKING STALL DIMENSIONS 9'-0" x 18'-0"
UNLESS OTHERWISE NOTED

1
41

LEVEL P1 PARKING PLAN
1/16" = 1'-0"



2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

0000

SITE PLAN SUBMITTAL

Packet Pg. 27

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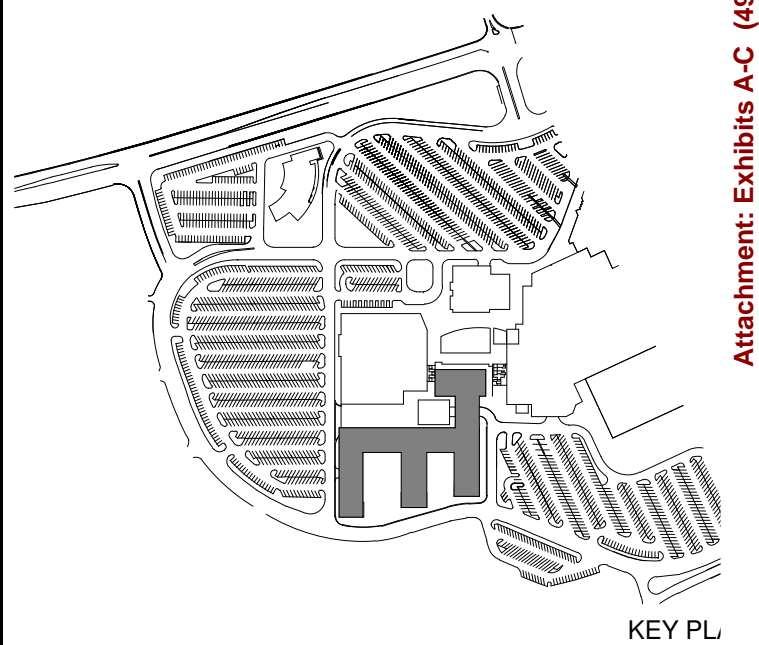


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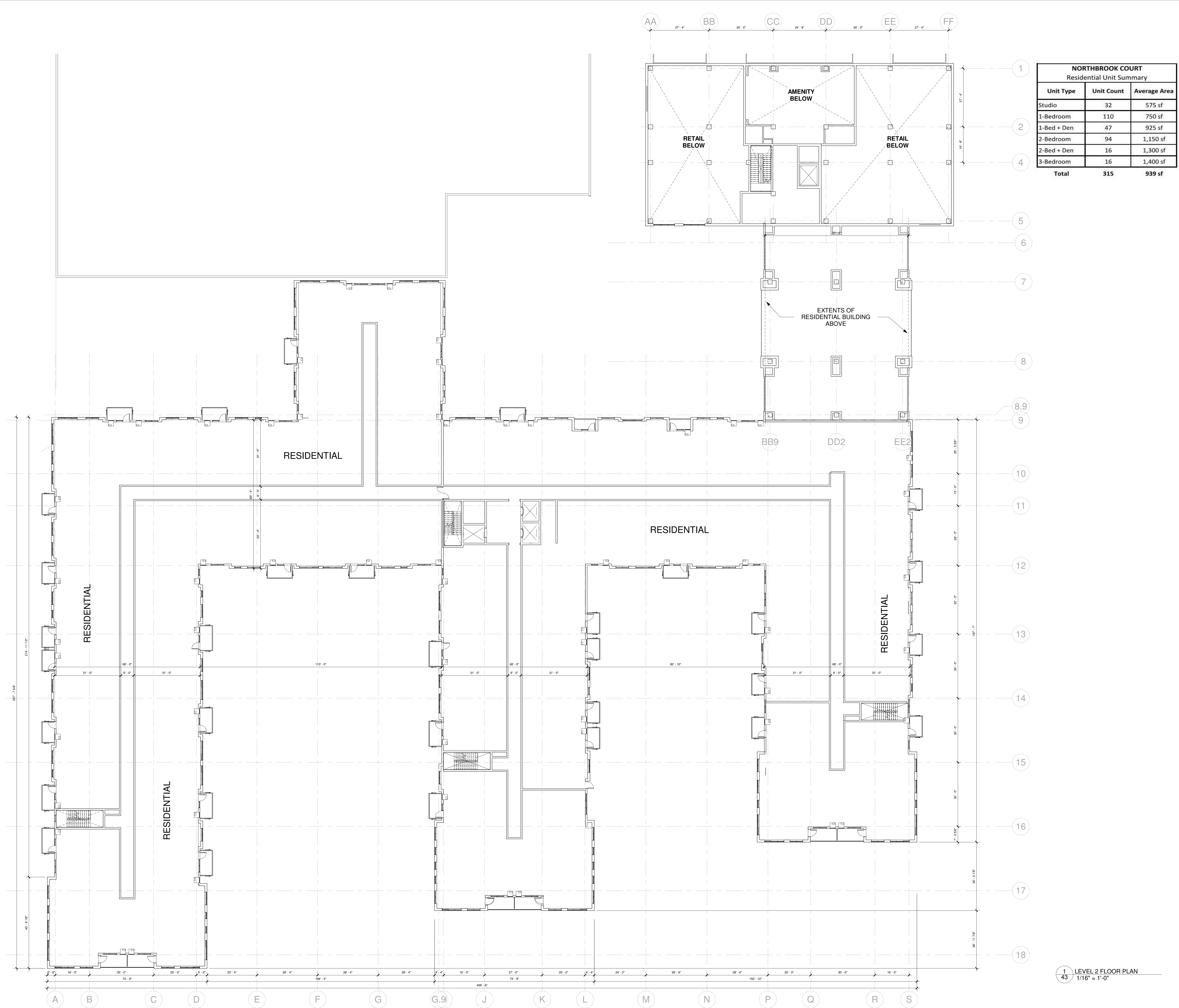
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1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

PROJECT NO: 0000

LEVEL 2 FLOOR PLAN

SITE PLAN SUBMITTAL

3/22/19

43
Market Re. 234

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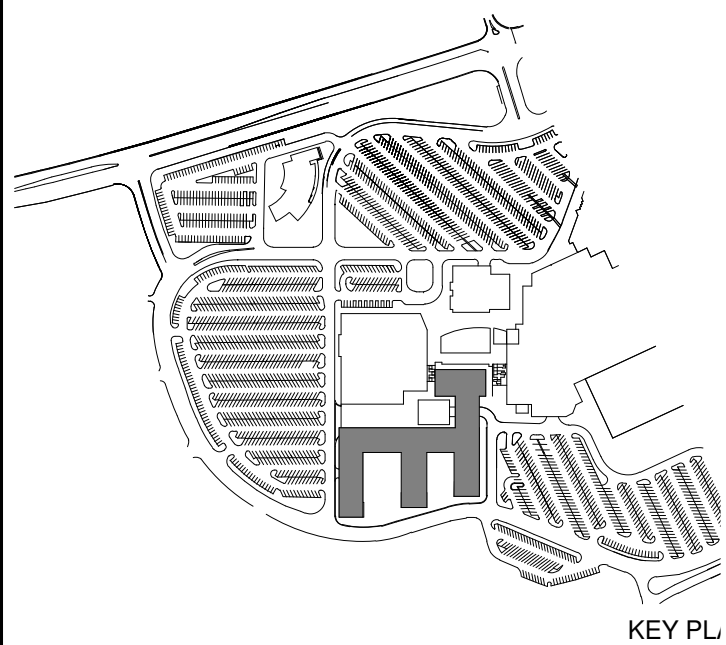


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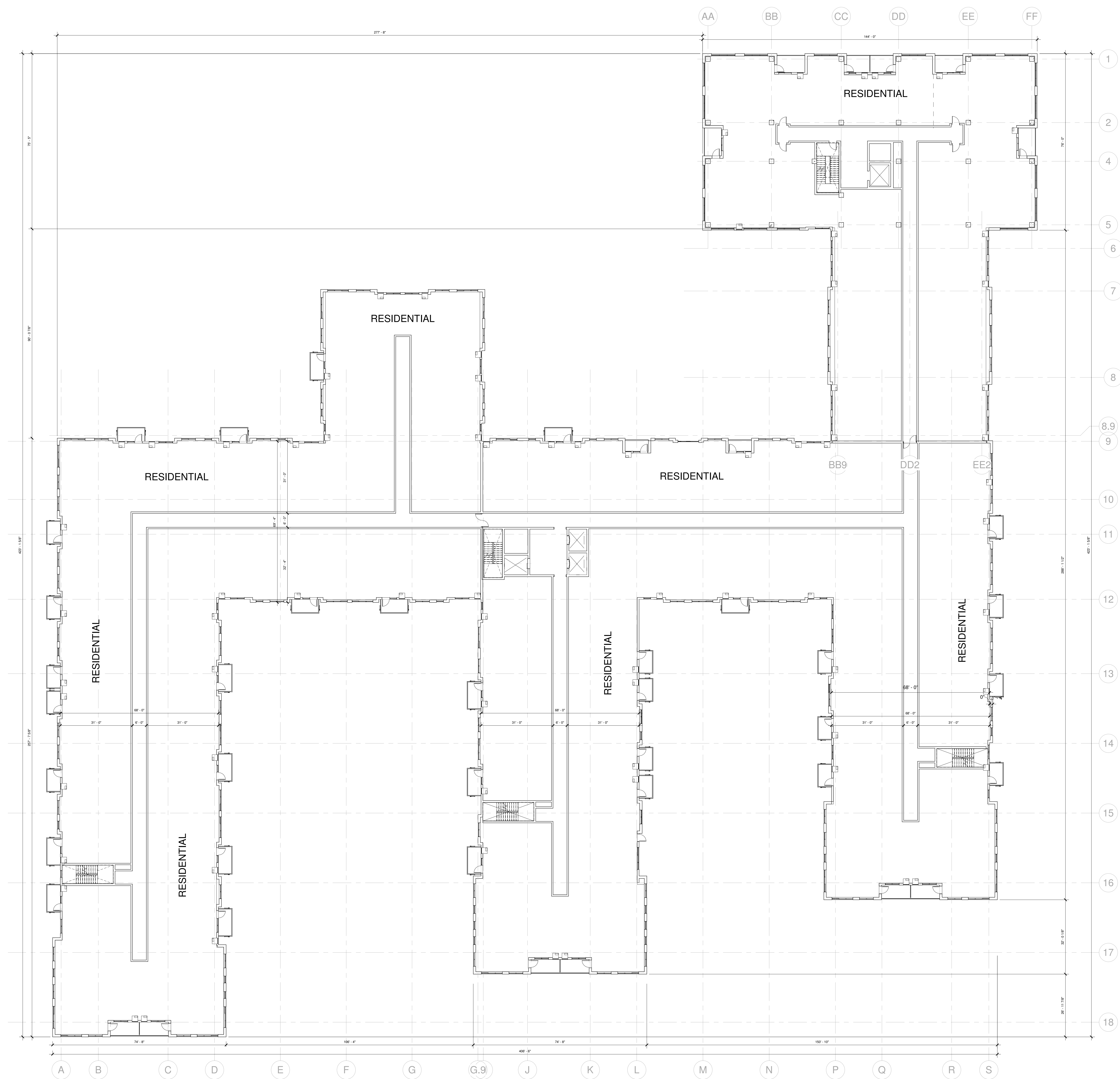
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1	Site Plan Submittal Revision 1	01/24/19
Number	Revision	Date

PROJECT NO: 0000

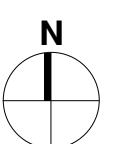
LEVELS 3-5 TYPICAL FLOOR PLAN

SITE PLAN SUBMITTAL

3/22/19

44
 Packet Pg. 275

1
44 LEVEL 3 FLOOR PLAN
1/16" = 1'-0"



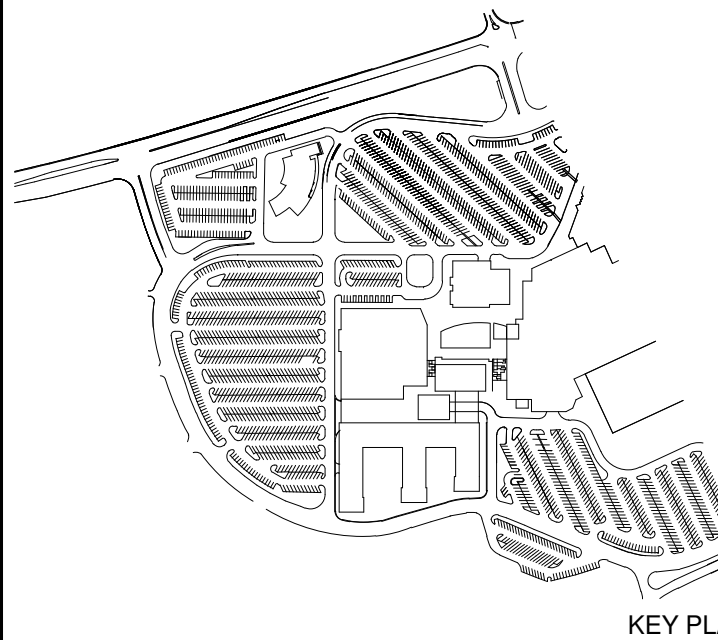


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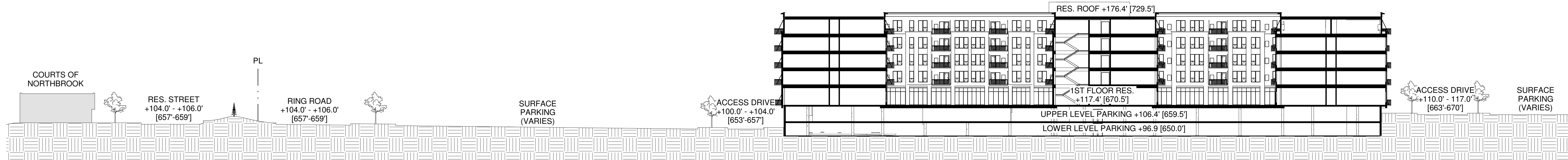
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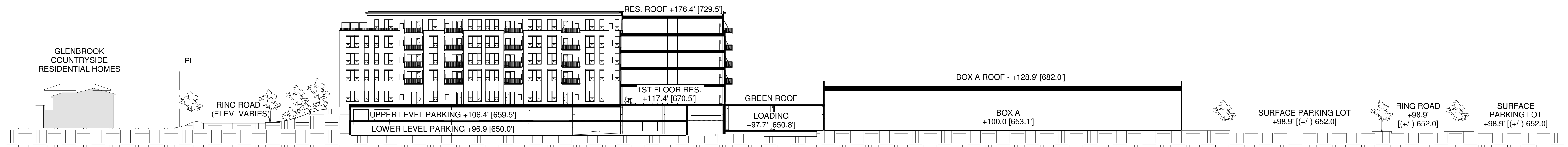
Northbrook Court
Apartments



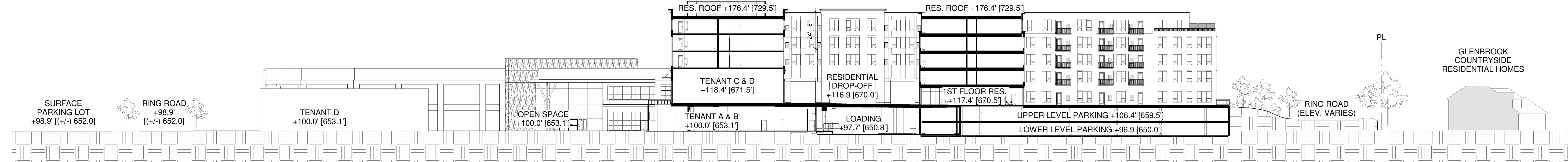
Attachment: Exhibits A-C (894 - Ordinance Granting SUP Multiple Bldgs at Northbrook Court and Prelim Dev Plans)



1 SITE - E/W SECTION
1" = 30'-0"



2 SITE - N/S SECTION
1" = 30'-0"



3 SITE - N/S SECTION 2
1" = 30'-0"

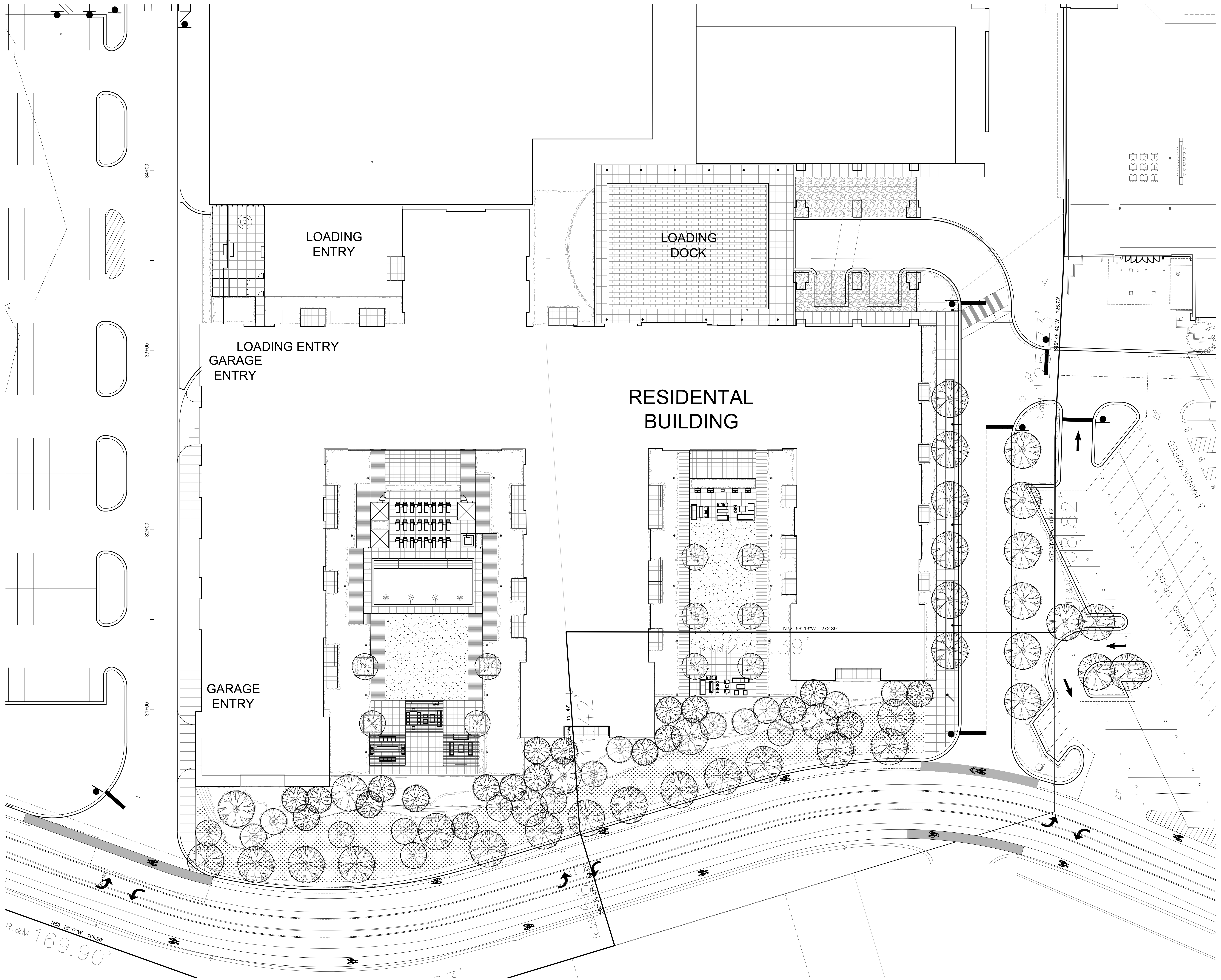
Number	Revision	Date
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO: 0000

SITE SECTIONS

SITE PLAN SUBMITTAL

3/20/19



KEY PLAN
SCALE: 1" = 20'-0"

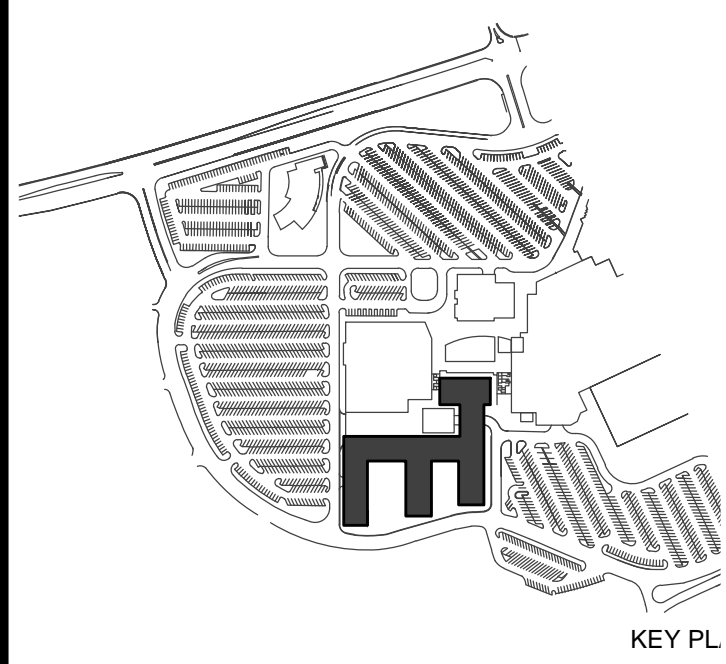


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Brookfield Properties



Northbrook Court
Apartments



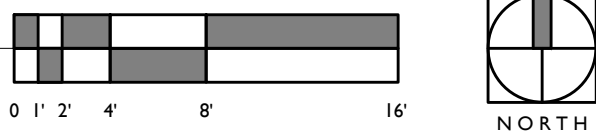
REVISIONS		
Number	Revision	Date
1	Site Plan Submittal Revision 1	05/14/19

PROJECT NO: 0000

KEY PLAN

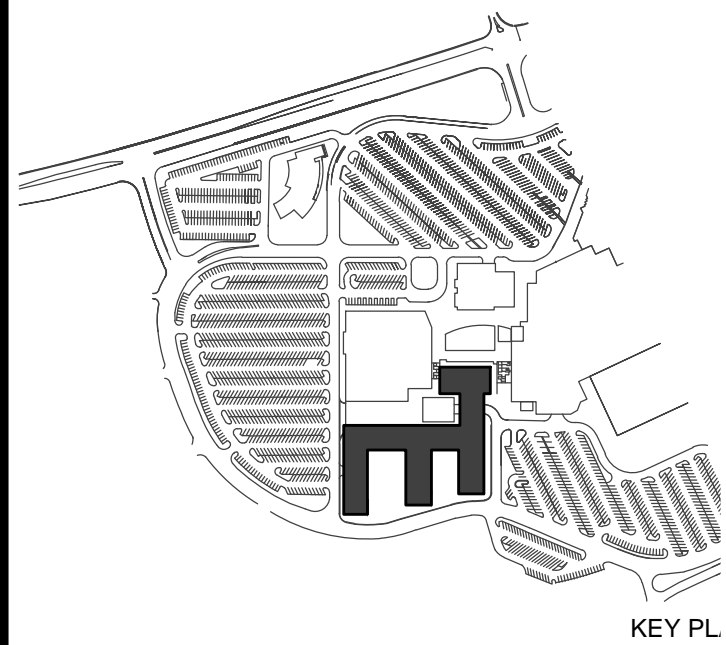
SITE PLAN SUBMITTAL

05/14/19



ENTRANCE PLAZA PLAN

SCALE: 1/16" = 1'-0"

[illegible]

PROJECT NO: 0000

ENTRANCE PLAZA ENLARGEMENT PLAN

SITE PLAN SUBMITTAL

11/01/18

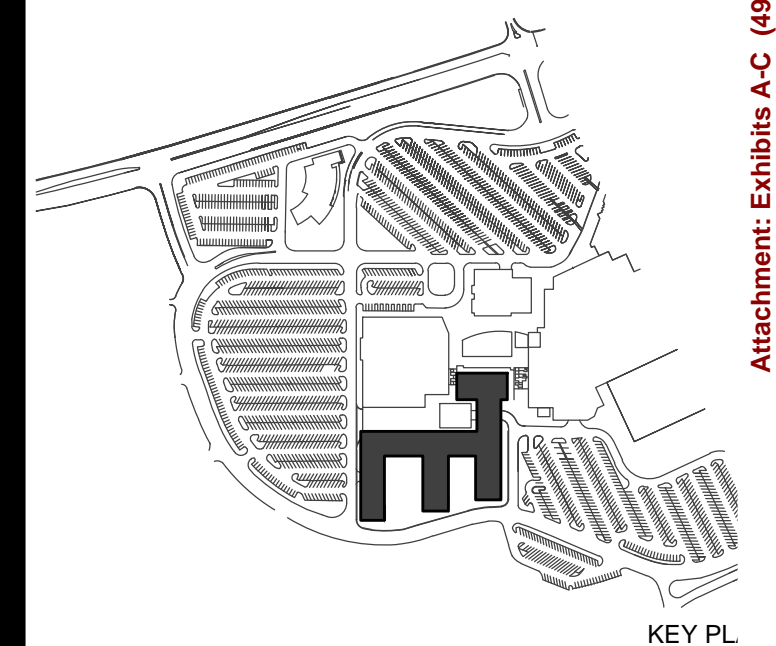


studioOutside

Brookfield
Properties



Northbrook Court
Apartments

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PROJECT NO: 0000

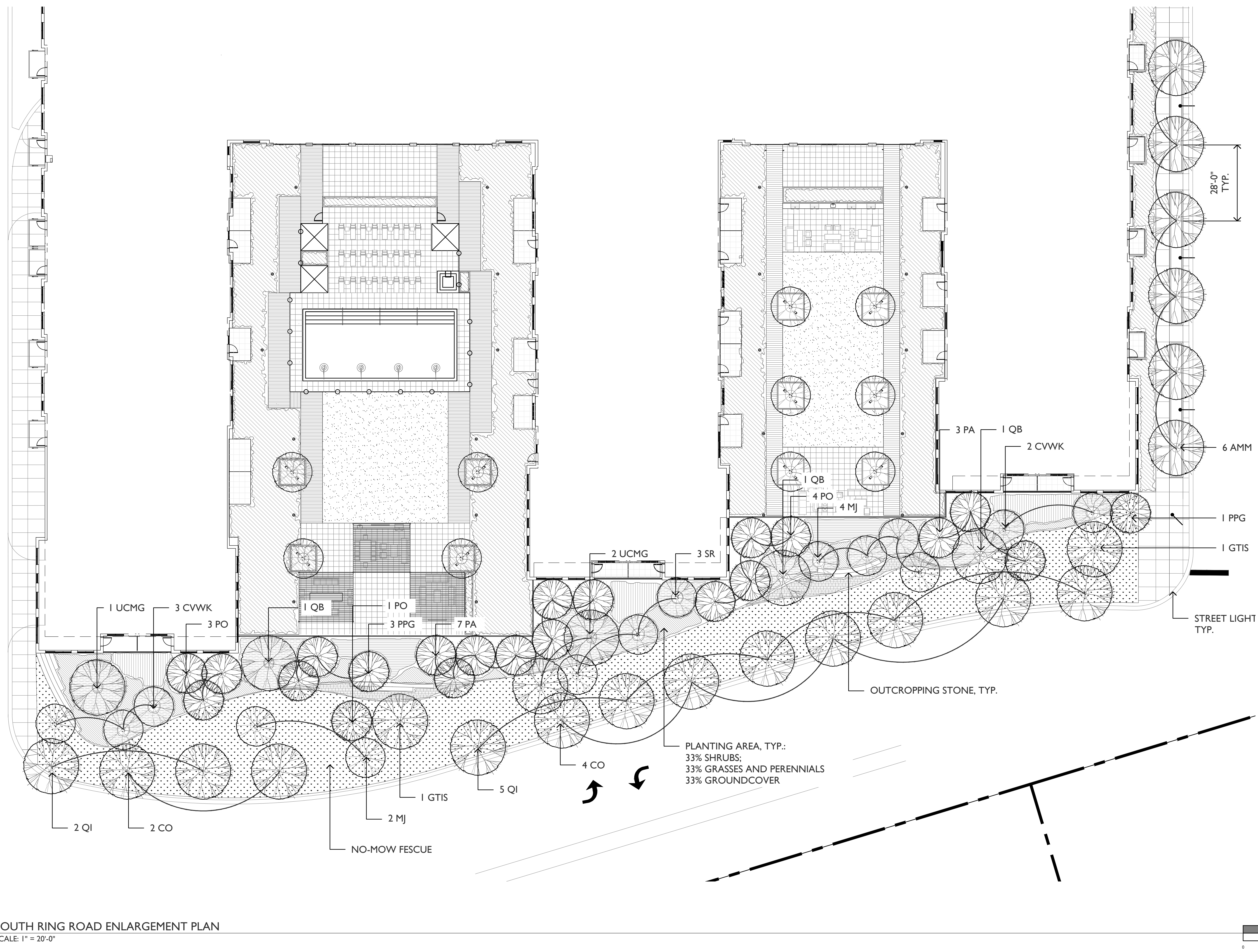
SOUTH RING ROAD LANDSCAPE PLAN

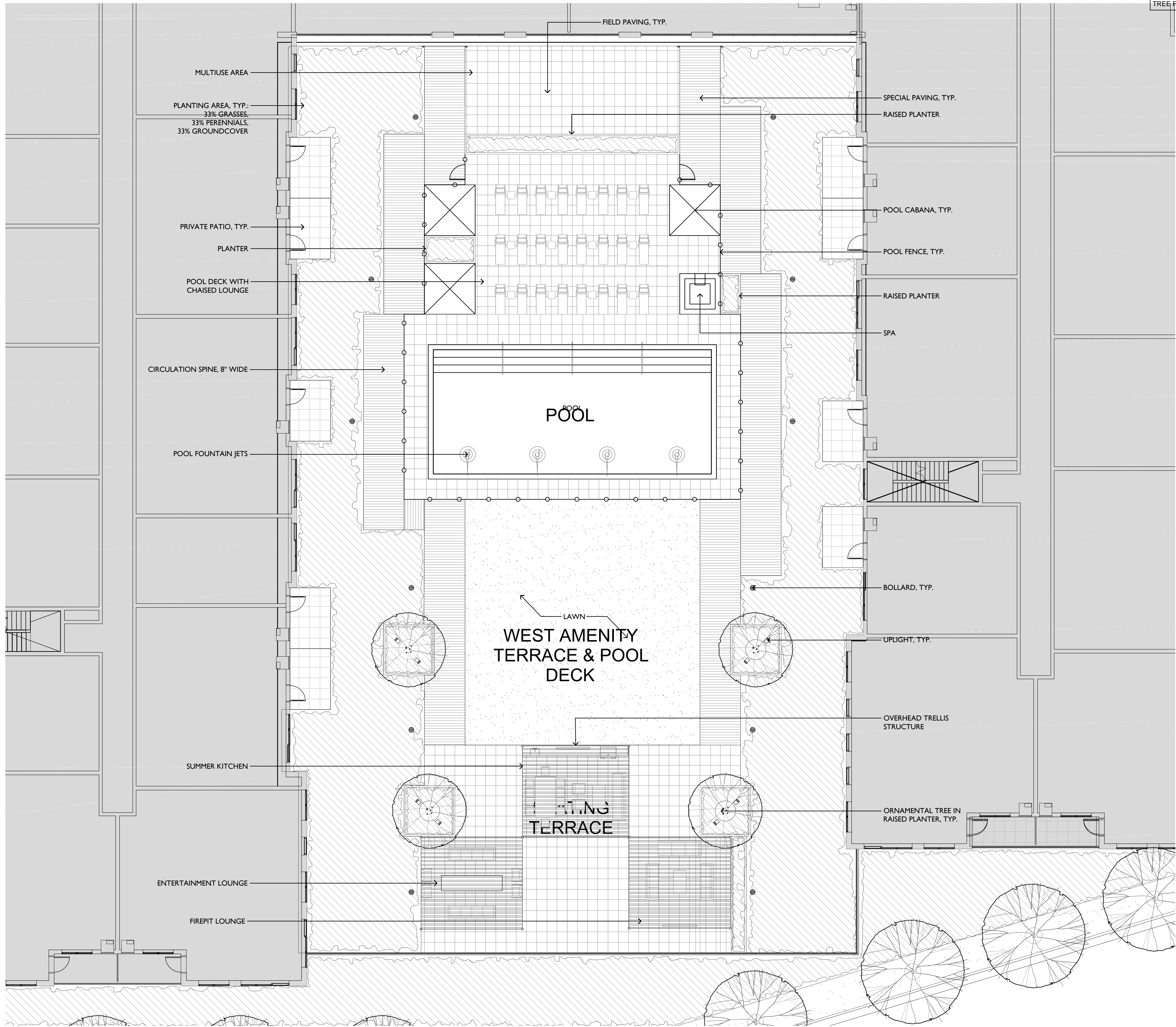
SITE PLAN SUBMITTAL

11/01/18

48

Packet Pg. 279





NOTE: SEE DETAILS A - E / L1.00 FOR VILLAGE OF NORTHBROOK PLANTING DETAILS AND TREE PRESERVATION NOTES.

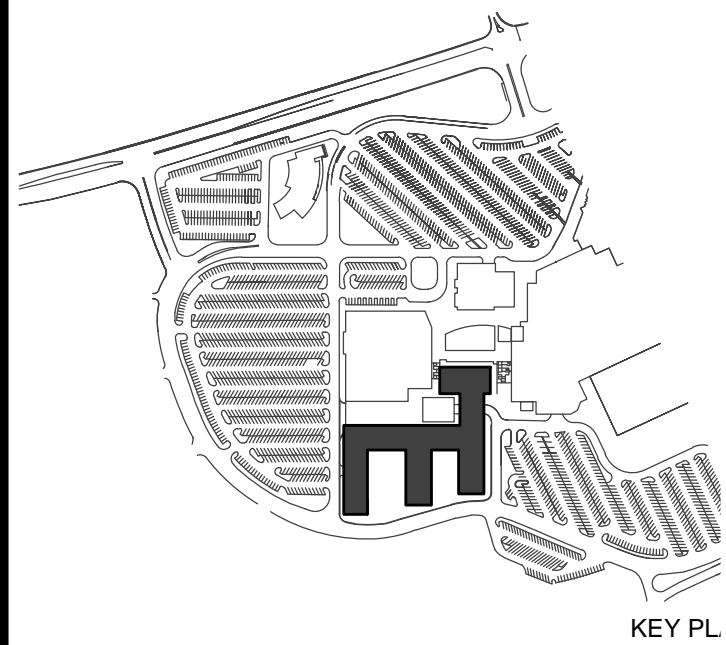


studioOutside

Brookfield Properties



Northbrook Court Apartments



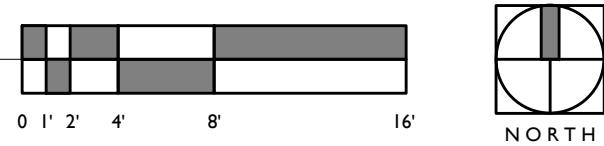
Number	Revision	Date
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

PROJECT NO: 0000

WEST COURTYARD ENLARGEMENT PLAN

SITE PLAN SUBMITTAL

3/22/19

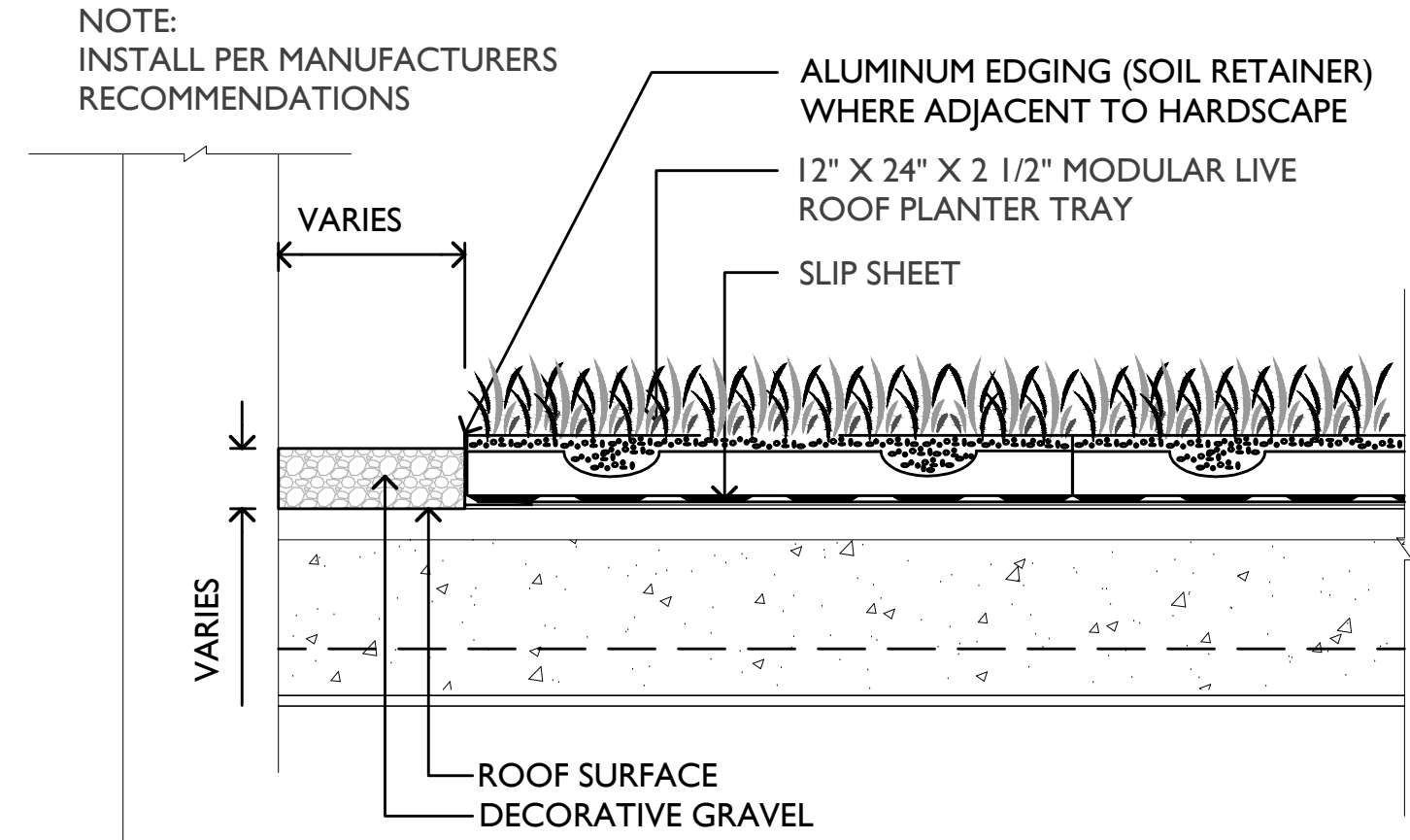


EAST COURTYARD
ENLARGEMENT PLAN

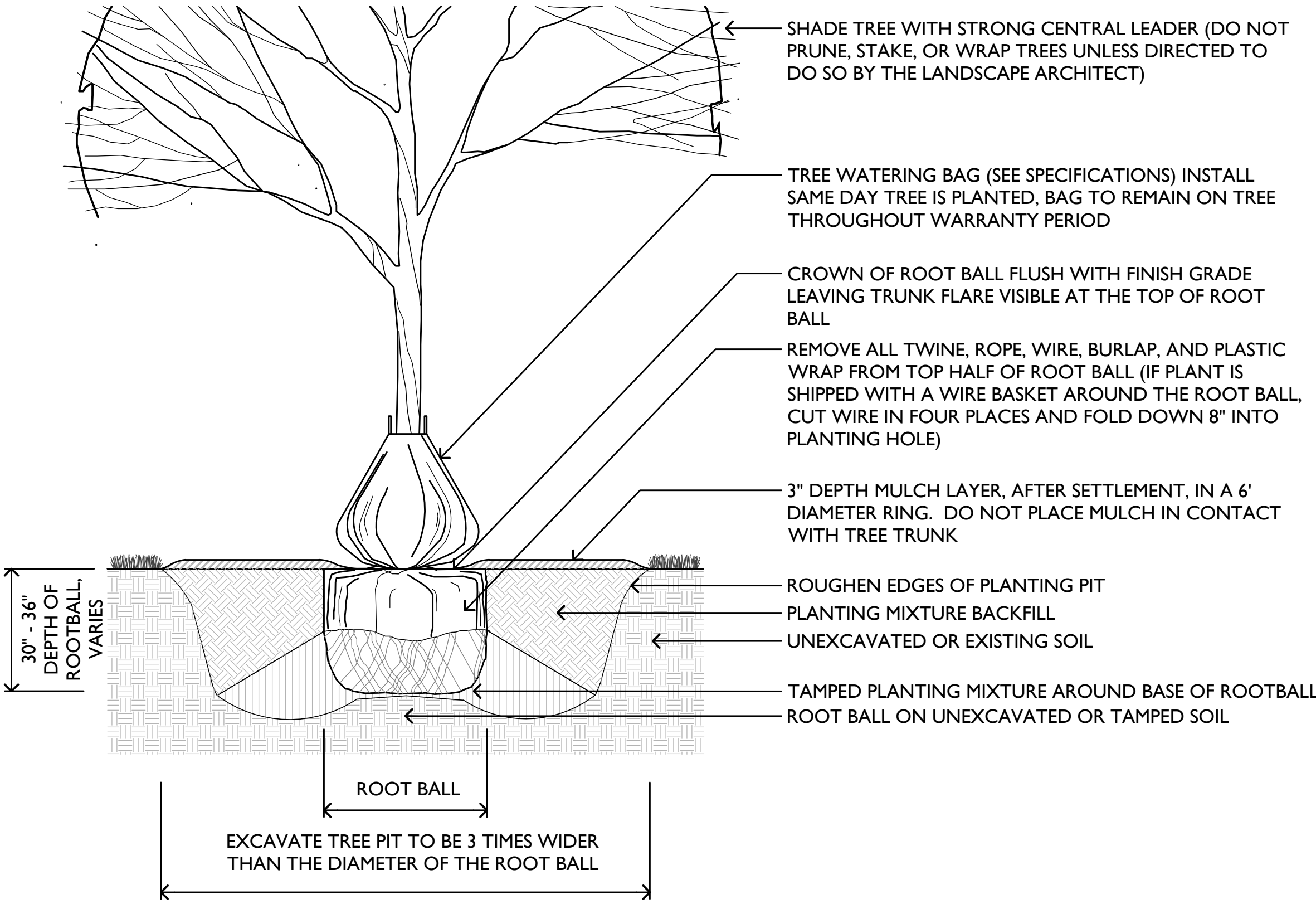
PLANT PALETTE

NOTE: QUANTITIES ON THE PLANT LIST ARE PROVIDED FOR INFORMATION ONLY. PLANT QUANTITIES UNDER THE CONTRACT ARE INDICATED ON THE PLANS. IN THE EVENT OF ANY DISCREPANCIES, THE CONTRACT SHALL BE BASED ON THE QUANTITIES SHOWN ON THE PLANS.

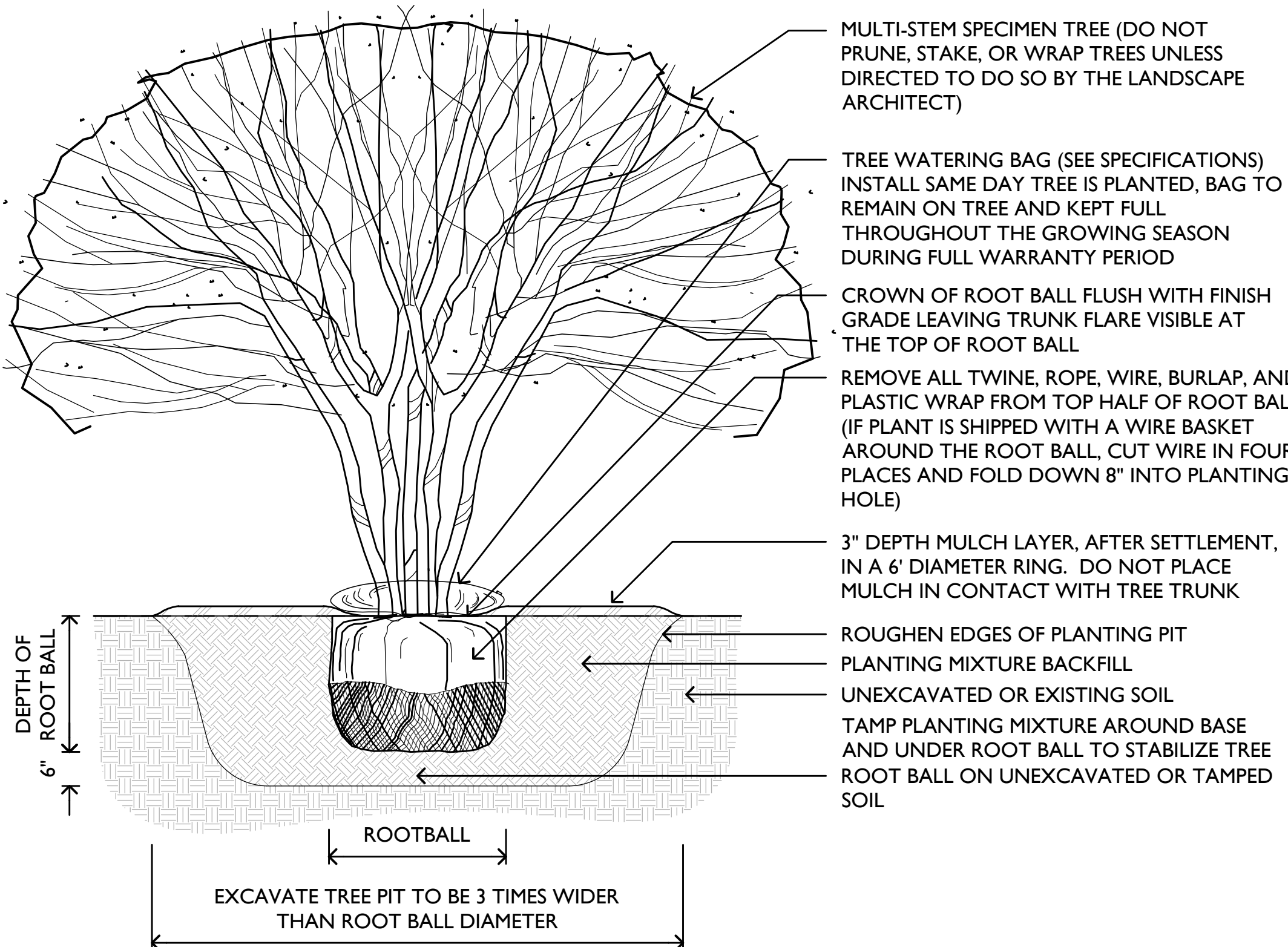
	CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	HT	SPRD	ROOT	REMARKS
SHADE TREES	AMM	ACER MIYABEI 'MORTON'	STATE STREET MAPLE	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	CO	CELTIS OCCIDENTALIS	COMMON HACKBERRY	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY, SPRING DIG ONLY
	GBAG	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD GINKGO	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	GD	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	PAMC	PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANE TREE	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY, SPRING DIG ONLY
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY, SPRING DIG ONLY
	TTS	TILIA TOMENTOSA 'STERLING'	STERLING SILVER LINDEN	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	UCMG	ULMUS CARPINIFOLIA 'MORTON GLOSSY'	TRIUMPH ELM	-	3"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	AGAB	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY	-	-	8'	-	B&B	MULTI-STEM, 4-5 STEMS MINIMUM
	SR	SYRINGA RETICULATA	JAPANESE TREE LILAC	-	-	8'	-	B&B	MULTI-STEM, 4-5 STEMS MINIMUM
	BGM	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	-	-	24"	-	#2	3'-0" ON CENTER
	CAB	CORNUS ALBA 'BAILHALO'	IVORY HALO VARIEGATED DOGWOOD	-	-	24"	-	B&B	4'-0" ON CENTER
	CH	COTONEASTER HORIZONTALIS	ROCKSPRAY COTONEASTER	-	-	18"	#3	3'-0" ON CENTER	
	EAC	EUONYMUS ALATUS 'COMPACTUS'	DWARF BURNING BUSH	-	-	9"	12"	#5	5'-0" ON CENTER
	FG	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	-	-	24"	-	#5	3'-0" ON CENTER
	HPJ	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME HYDRANGEA	-	-	36"	-	#5	3'-0" ON CENTER
	JAC	JUNIPERUS ANDORRA COMPACTA	YOUNGSTOWN ANDORRA JUNIPER	-	-	7"	-	#5	4'-0" ON CENTER
	RAGL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	-	-	-	24"	#5	3'-0" ON CENTER
SHRUBS	RAGM	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	-	-	18"	-	#3	3'-0" ON CENTER
	SBG	SPIRAEA X BUMALDA 'GOLDFLAME'	GOLDFLAME JAPANESE SPIREA	-	-	-	18"	#5	3'-0" ON CENTER
	SPMK	SYRINGA PATULA 'MISS KIM'	MISS KIM MANCHURIAN LILAC	-	-	36"	36"	B&B	4'-0" ON CENTER
	TMT	TAXUS X MEDIA 'TAUNTONII'	TAUNTON YEW	-	-	-	36"	B&B	4'-0" ON CENTER
	VDCL	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	-	-	10'	8'	B&B	8'-0" ON CENTER
PERENNIALS	AM	ALLIUM 'MILLENIUM'	ORNAMENTAL ONION	-	-	-	-	#1	1'-0" ON CENTER
	AMS	ACHILLEA 'MOONSHINE'	MOONSHINE YARROW	-	-	-	-	#1	1'-0" ON CENTER
	BVT	BAPTISIA x VARIICOLOR 'TWILITE'	FALSE INDIGO	-	-	-	-	#1	2'-0" ON CENTER
	HBM	HOSTA 'BLUE MOUSE EARS'	BLUE MOUSE EARS HOSTA	-	-	-	-	#1	1'-0" ON CENTER
	HGT	HOSTA 'GOLDEN TIARA'	GOLDEN TIARA HOSTA	-	-	-	-	#1	1'-0" ON CENTER
	HPB	HOSTA PANDORA'S BOX	PANDORA'S BOX HOSTA	-	-	-	-	#1	1'-0" ON CENTER
	HMP	HEUCHERA MICRANTHA 'PALACE PURPLE'	PALACE PURPLE CORAL BELLS	-	-	-	-	#1	1'-0" ON CENTER
	LMV	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	-	-	-	-	#1	1'-0" ON CENTER
	NFW	NEPETA x FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	-	-	-	-	#1	1'-6" ON CENTER
	PAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	-	-	-	-	#1	3'-0" ON CENTER
	RG	RUDBECKIA GOLDSTURM	BLACK EYED SUSAN	-	-	-	-	#1	1'-0" ON CENTER
	RH	RUELLIA HUMILIS	WILD PETUNIA	-	-	-	-	#1	1'-0" ON CENTER
	SAJ	SEDUM "AUTUMN JOY"	AUTUMN JOY SEDUM	-	-	-	-	#1	1'-0" ON CENTER
	SSM	SALVIA x SYLVESTRIS 'MAINACHT'	WOOD SAGE	-	-	-	-	#1	1'-0" ON CENTER
GRASSES	CAKF	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	-	-	-	-	#1	2'-0" ON CENTER
	COE	CAREX OSHIMENSIS 'EVERGOLD'	JAPANESE SEDGE	-	-	-	-	#1	1'-6" ON CENTER
	PAH	PENNISETUM ALOPECUROIDES HAMELN	HAMELN DWARF FOUNTAIN GRASS	-	-	-	-	#1	2'-0" ON CENTER
	PVN	PANICUM VIRGATUM 'NORTHWIND'	SWITCH GRASS	-	-	-	-	#1	3'-0" ON CENTER
	SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	-	-	-	-	#1	2'-0" ON CENTER
	SSC	SCHIZACHYRIUM SCOPARIUM CAROUSEL	LITTLE BLUESTEM	-	-	-	-	#1	1'-0" ON CENTER
	EFC	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	-	-	-	-	QT	1'-0" ON CENTER
	PT	PACHYSANDRA TERMINALIS	JAPANESE SPURGE	-	-	-	-	QT	1'-0" ON CENTER
GROUND COVER	VM	VINCA MINOR	COMMON PERIWINKLE	-	-	-	-	QT	SEE PLANS FOR SPACING



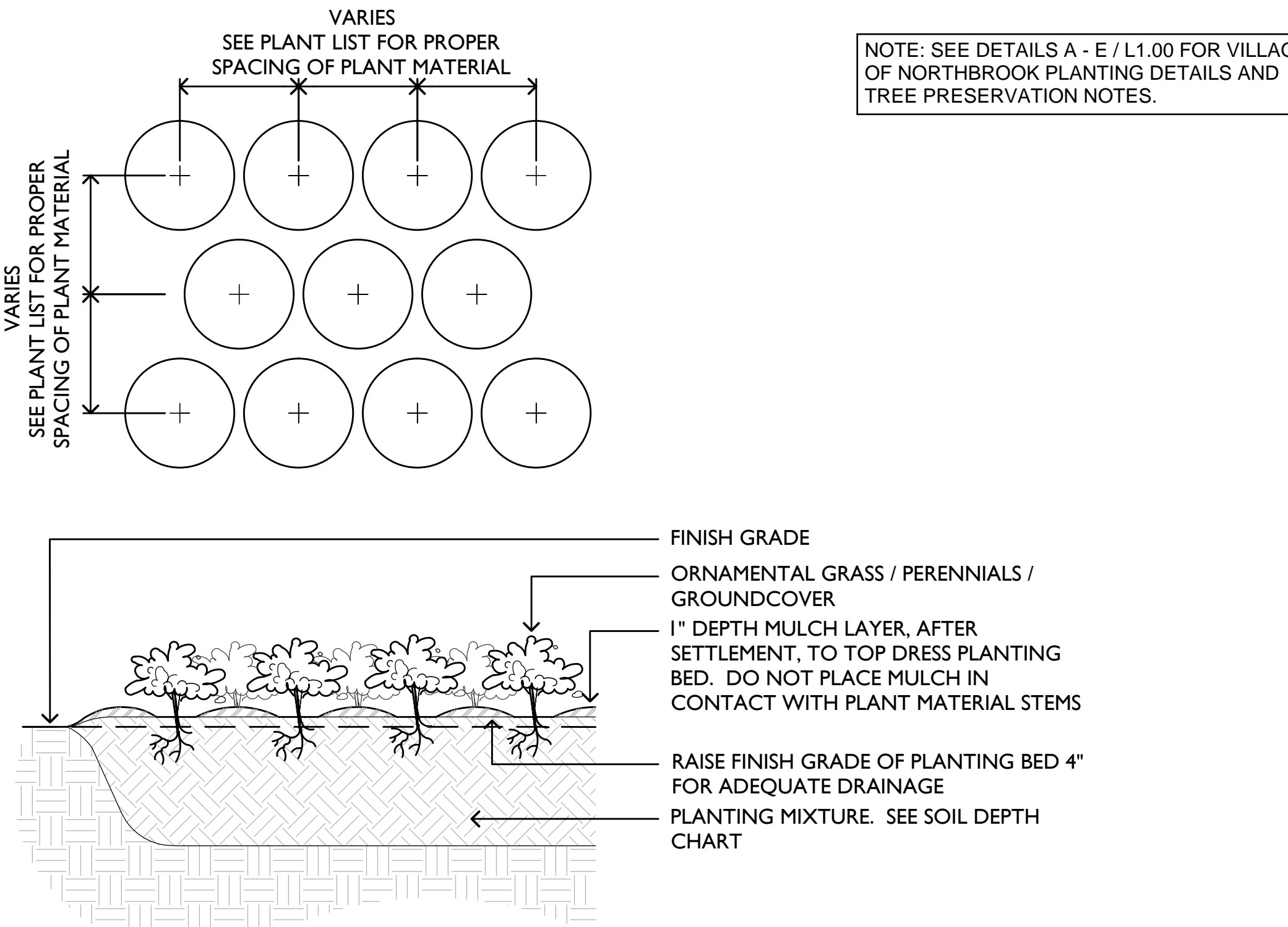
3 4" LIVEROOF MODULAR TRAY GREEN ROOF NOT TO SCALE



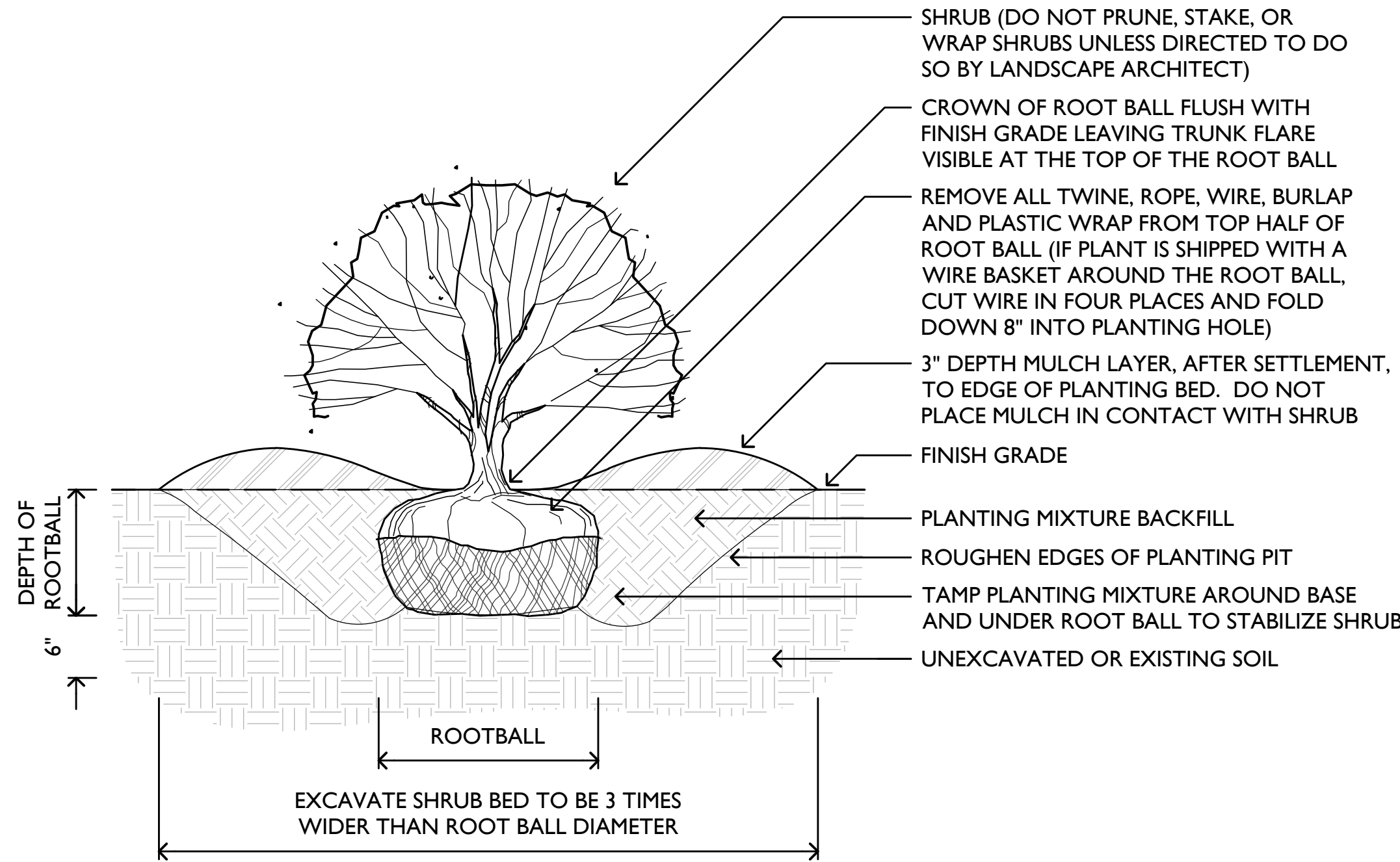
4 DECIDUOUS TREE INSTALLATION DETAIL SCALE: 1/2" = 1'-0"



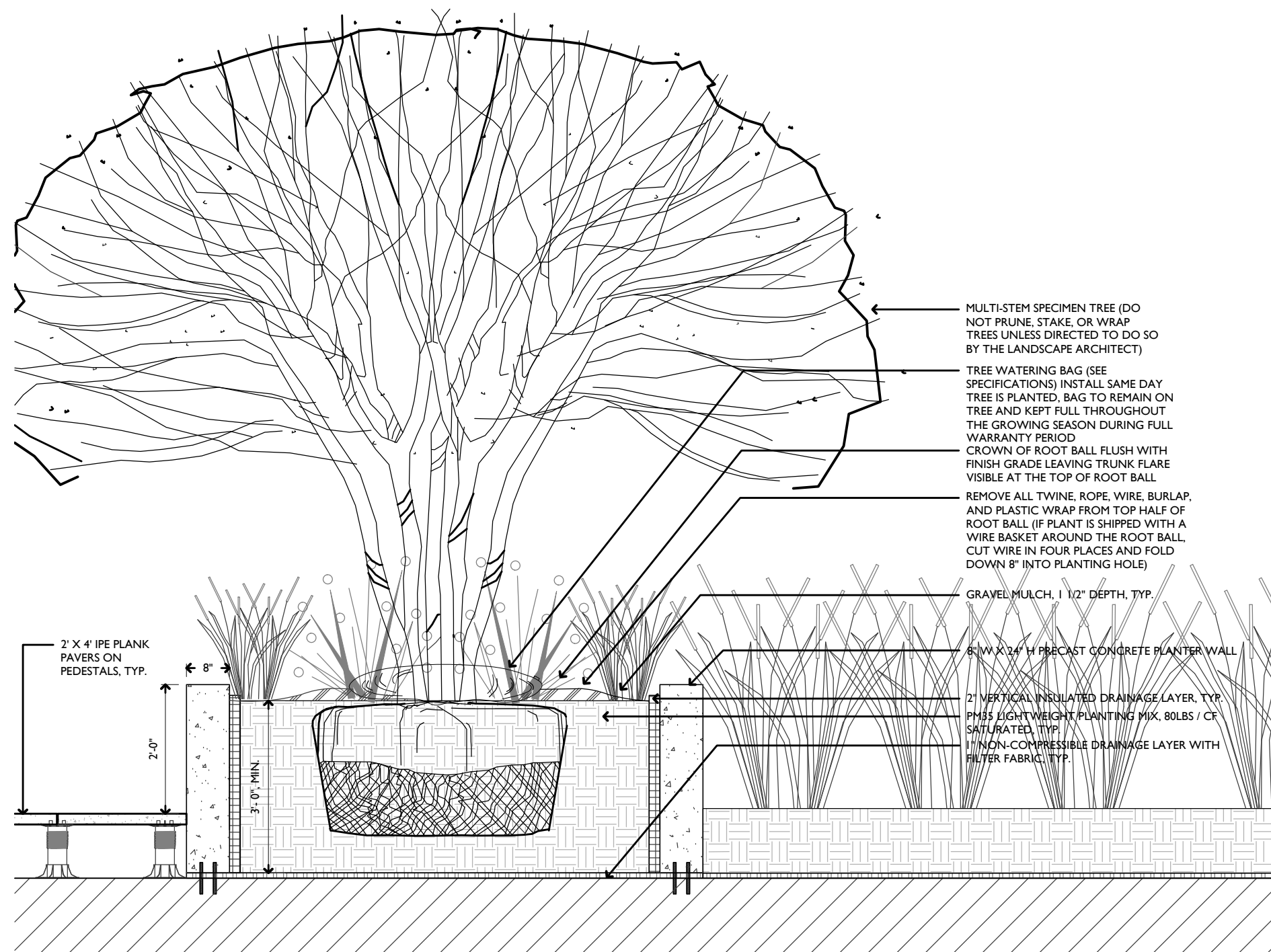
5 ORNAMENTAL TREE INSTALLATION DETAIL SCALE: 1/2" = 1'-0"



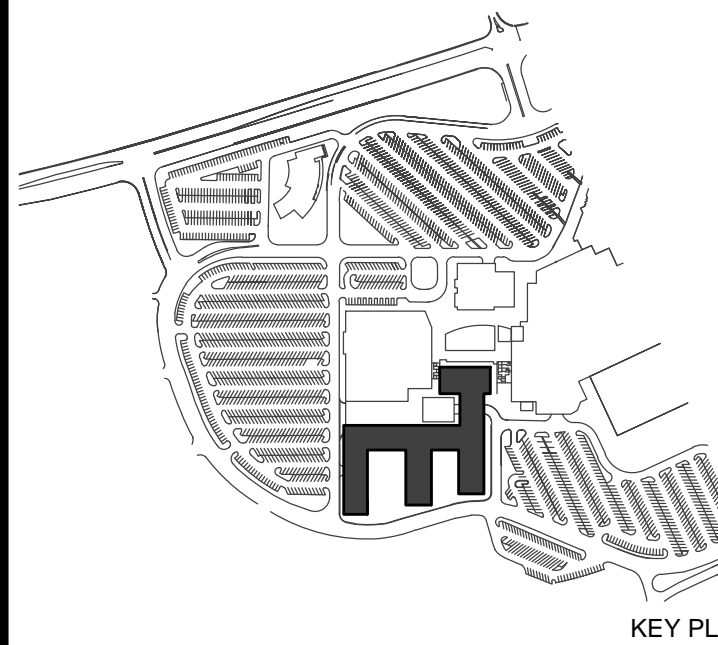
ORNAMENTAL GRASS, PERENNIAL AND GROUND COVER INSTALLATION DETAIL NOT TO SCALE



2 SHRUB INSTALLATION DETAIL NOT TO SCALE



6 RAISED PLANTER DETAIL SCALE: 1/2" = 1'-0"



Number	Revision	Date
2	Site Plan Submittal Revision 2	03/22/19
1	Site Plan Submittal Revision 1	01/24/19

EXHIBIT C**UNCONDITIONAL AGREEMENT AND CONSENT OF DEVELOPER PARTIES**

TO: The Village of Northbrook, Illinois ("**Village**");

WHEREAS, Northbrook Anchor Acquisition, LLC ("**NAA**") and Westcoast Estates ("**Westcoast**") collectively hold title to the majority of the parcels commonly known as the Northbrook Court Shopping Center ("**Mall**") located at 1315-1825 Lake Cook Road ("**Mall Property**"); and

WHEREAS, NAA and Westcoast (collectively, the "**Applicants**") have submitted an application for relief from the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") to allow the redevelopment a portion of the Mall Property as a high-density mixed-use residential and commercial development ("**Redevelopment Project**"); and

WHEREAS, the Applicants have requested the Corporate Authorities approve (i) a special permit to allow for the construction, operation, and maintenance of multiple principal structures on a single zoning lot for the Redevelopment Property and (ii) approval of Preliminary Development Plans to allow for the construction of the Redevelopment Project ("**Requested Relief**"); and

WHEREAS, Ordinance No. 2019-__, adopted by the President and Board of Trustees of the Village of Northbrook on ____, 2019 ("**Ordinance**"), grants approval of the Requested Relief, subject to certain conditions, for the benefit of Applicants; and

WHEREAS, Applicants and NBC Resi JV 1 LLC, a Delaware limited liability company (collectively, the "**Developer Parties**") desire to evidence to the Village their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance and to evidence their consent to recording the Ordinance against the Redevelopment Property;

NOW, THEREFORE, Developer Parties do hereby agree and covenant as follows:

1. The Developer Parties shall, and do hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 2019-____, adopted by the Village Board of Trustees on ____, 2019.

2. The Developer Parties acknowledge and agree that except as may be provided in the RDA, the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Redevelopment Property, or the issuance of any permits for the use and development of the Redevelopment Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Developer Parties against damage or injury of any kind and at any time.

3. The Developer Parties acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Developer Parties required by Section 7 of the Ordinance is given.

4. The Developer Parties agree to and do hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Redevelopment Property, and (d) the

performance by the Developer Parties of their obligations under this Unconditional Consent and Agreement.

5. The Developer Parties shall, and do hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. The Applicants warrant and represent to the Village that they owns fee simple title to the Residential Parcel and consent to the recording of the Ordinance against the Redevelopment Property.

ATTEST:

NORTHBROOK ANCHOR ACQUISITION, LLC a Delaware limited liability company

By: _____
Signature

By: _____
Signature

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2019.

Notary Public

ATTEST:

WESTCOAST ESTATES a California general partnership

By: _____
Print
Its: _____
Signature

By: _____
Print
Its: _____
Signature

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2019.

Notary Public

ATTEST:

NBC RESI JV 1 LLC, a Delaware limited liability company

By: _____
Print
Its: _____
Signature

By: _____
Print
Its: _____
Signature

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2019.

Notary Public